



## AGENDA - REVISED

### City Council Regular Meeting

---

6:30 PM - Tuesday, October 20, 2020

City Hall Council Chambers, Sammamish, WA

Page

Estimated  
Time

#### CALL TO ORDER

6:30 pm

#### MEETING ACCESSIBILITY

Pursuant to the Governor's emergency [Proclamation 20-25](#), the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

#### To View Live:

- **City Website:** [www.sammamish.us/tv21](http://www.sammamish.us/tv21)
- **City YouTube:**  
<https://www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A>
- **Comcast Channel 21** (within Sammamish only)

**To View Later:** Meeting videos are available the day after the meeting:

- **City Website:** [www.sammamish.us/tv21](http://www.sammamish.us/tv21)
- **YouTube:**  
[www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A](http://www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A)
- **Comcast Channel 21** (within Sammamish only)

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

#### EMERGENCY MANAGEMENT

6:35 pm

**PUBLIC COMMENT**

6:45 pm

Pursuant to the Governor’s emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

**Written Comment:**

Written public comment will be accepted until 5:00 pm on the day of the meeting. Submit your written comments by email to the City Clerk at [lhachey@sammamish.us](mailto:lhachey@sammamish.us) and the City Council at [citycouncil@sammamish.us](mailto:citycouncil@sammamish.us).

**Verbal Comment:**

Up to 3 minutes of verbal public comment may be provided per person live during the meeting. Call the following number and input the access code when prompted by 6:30 pm the day of the meeting:

- Phone Number: **+1 (571) 317-3122**
- Access Code: **929-348-197**

Once you have joined, you will be placed on mute. The meeting operator will unmute you when it is your turn to comment. You will hear an automated voice say “unmuted” when that occurs, and the operator will ask you to begin your comment.

If you would like to provide public comment on the Public Hearing, please say so when you are unmuted. You will be placed back on mute and will have an opportunity to speak under the Public Hearing.

**EXECUTIVE SESSION – IF NECESSARY**

**CONSENT CALENDAR**

7:15 pm

- |          |    |                                                                                                                                                         |
|----------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | 1. | <b>Payroll:</b> For the Period Ending September 30, 2020 For a Pay Date of October 5, 2020 in the Amount of \$471,432.59                                |
| 5 - 10   | 2. | <b>Claims:</b> For Period Ending October 20, 2020 In The Amount Of \$2,253,327.95 For Check No. 58134 Through 58225<br><a href="#">View Agenda Item</a> |
| 11 - 119 | 3. | <b>Approval:</b> 2020 Washington Cities Electrical Code<br><a href="#">View Agenda Item</a>                                                             |

- 120 - 128      4.      **Approval:** Revised Phased Reopening Plan for Parks and Rental Facilities  
[View Agenda Item](#)
- 129 - 133      5.      **\*Approval:** Contract Renewal-Cityworks Software License Renewal  
[View Agenda Item](#)
- 134 - 139      6.      **Minutes:** For the October 6, 2020 Joint Meeting with the Planning Commission/ Regular Meeting  
[View Agenda Item](#)
- 140            7.      **Notes:** For the October 13, 2020 Study Session  
[View Agenda Item](#)

**PRESENTATIONS / PROCLAMATIONS**

**7:20 pm**

- 141            8.      **Proclamation:** Mayor's Day of Concern - October 30 & 31, 2020  
[View Agenda Item](#)
- 142            9.      **Presentation and Discussion:** King County Charter Amendment No. 5 - Making the King County Sheriff an Appointed Position  
[View Agenda Item](#)
- 143 - 157      10.     **Presentation:** Artwork representing Civil Liberties and Racial/Social Justice  
[View Agenda Item](#)

**PUBLIC HEARINGS**

**8:00 pm**

- 158 - 229      11.     **Public Hearing** Ordinance No. O2020\_XXXX Granting To Comcast Cable Communications, LLC, The Right, Privilege, Authority And Franchise To Construct, Operate, Maintain, Reconstruct, Repair And Upgrade The Cable System Upon, Over, Under, Along, Across And Through The Franchise Area For The Purpose Of Providing Cable Services; Providing For Severability; And Establishing An Effective Date.  
[View Agenda Item](#)

**UNFINISHED BUSINESS**

**8:30 pm**

- 230 - 232      12.     **Discussion:** Small Business and Nonprofit Grants - Round 2  
[View Agenda Item](#)

**NEW BUSINESS**

**9:00 pm**

- 233 - 239      13.     **Approval:** Ordinance- Amending Section 20.05.040 Of The Sammamish Municipal Code To Require Disclosure Of Names And Addresses Of All Land Use Applicant Members, Including All Individuals Who Hold Transferable Interests In The

Applicant Or Its Members; Providing For Severability; And Establishing An Effective Date

[View Agenda Item](#)

- 240 - 243 14. **Discussion:** Solid Waste/Recycling: Republic Services Rate Increase Requests (B&O Tax and CPI Index)  
[View Agenda Item](#)
- 244 - 253 15. **Discussion:** 2021 State Legislative Priorities  
[View Agenda Item](#)
- 254 - 258 16. **Discussion:** House Bill 1590 - Affordable Housing Sales & Use Tax  
[View Agenda Item](#)
- 259 - 264 17. **Discussion:** Emergency Management Zone Coordinators  
[View Agenda Item](#)

#### **COUNCIL REPORTS/ CITY MANAGER REPORT**

**9:55 pm**

- 265 18. **Report:** Deputy Mayor Christie Malchow  
[View Agenda Item](#)

#### **EXECUTIVE SESSION – IF NECESSARY**

#### **ADJOURNMENT**

**10:00 pm**

\* Added new Consent item: Item # 5 - **Approval** - Contract Renewal- Cityworks Software License Renewal

\* Added packet material to Item # 15 (previously Item # 14)-

**Discussion:** 2021 State Legislative Priorities

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



# MEMORANDUM

To: Lita Hachey, City Clerk

From: Tracey, Finance Department

Date: October 8, 2020

Re: Claims for October 20<sup>th</sup>, 2020

••0••

448,143.27 +  
 750.00 +  
 1,543,897.76 +  
 260,536.92 +  
 2,253,327.95 \*

	\$ 448,143.27
	\$ 750.00
	\$ 1,543,897.76
	\$ 260,536.92
Check #58134-58225	\$ 2,253,327.95

## Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Eastside Fire & Rescue	\$ 703,674.41	Oct 2020 contribution
King County Sheriff's Office	\$ 545,194.00	Retro salaries 2017-2019
Vimly Benefits	\$ 175,686.43	Employee benefits
RRJ Construction	\$ 160,973.85	Curb ramp retrofit and sidewalk repairs
Marshbank Construction	\$ 141,842.27	SE 4th St
HDR Engineering	\$ 83,023.92	Issaquah-Fall City Road
ICMA401	\$ 60,524.53	Employee benefits
Xerox IT	\$ 45,195.90	Laptops
Olympic Environmental Resources	\$ 38,002.50	Recycle program
AtWork	\$ 34,747.63	ROW landscape services

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 9/24/2020 - 3:14 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
58134	09/25/2020	AUTOZONE	Auto Zone	346.81	58,134
58135	09/25/2020	BEAL	William M and Shea M Beal	7,916.70	58,135
58136	09/25/2020	BERK	Berk Consulting, Inc.	31,851.39	58,136
58137	09/25/2020	BMC	BMC East LLC	108.27	58,137
58138	09/25/2020	BRIGHTVI	BrightView Landscapes LLC	2,970.00	58,138
58139	09/25/2020	COMPOFF	Complete Office	1,584.00	58,139
58140	09/25/2020	CREATCIR	Creative Circle, LLC	1,400.00	58,140
58141	09/25/2020	DTGENTER	DTG Enterprises Inc.	50.00	58,141
58142	09/25/2020	EGLICK&W	Eglick & Whited	7,848.00	58,142
58143	09/25/2020	FASTENAL	Fastenal Industrial Supplies	362.15	58,143
58144	09/25/2020	GRANGE	Grange Supply, Inc.	316.62	58,144
58145	09/25/2020	HERCRENT	Herc Rentals	2,629.00	58,145
58146	09/25/2020	JAMALEDD	Baharak Jamaledin	4,953.00	58,146
58147	09/25/2020	JENNEQUI	Jennings Equipment Inc.	3,267.68	58,147
58148	09/25/2020	KINGFI	King County Finance A/R	1,741.08	58,148
58149	09/25/2020	LAKESIDE	Lakeside Industries	134.24	58,149
58150	09/25/2020	LANGLINE	Language Line Services	349.00	58,150
58151	09/25/2020	LESSCHWA	Les Schwab Tire Center	303.95	58,151
58152	09/25/2020	MARSHBAN	Marshbank Construction	141,842.27	58,152
58153	09/25/2020	NESCO	Nesco LLC	3,190.00	58,153
58154	09/25/2020	PATRIOT	Patriot Maintenance Inc	1,053.43	58,154
58155	09/25/2020	PSE	Puget Sound Energy	3,582.73	58,155
58156	09/25/2020	RRJ	RRJ Company LLC	160,973.85	58,156
58157	09/25/2020	SAM	Sammamish Plateau Water Sewer	27,578.70	58,157
58158	09/25/2020	SNYDER	Snyder Roofing of WA LLC	3,157.00	58,158
58159	09/25/2020	SPRAGUE	Sprague Pest Solutions	503.80	58,159
58160	09/25/2020	WORKWEAR	The Workwear Place	89.09	58,160
58161	09/25/2020	US BANK	U. S. Bank Corp Payment System	19,057.71	58,161
58162	09/25/2020	ULINE	ULINE Shipping Supplies	396.79	58,162
58163	09/25/2020	NELSONCO	Walter E. Nelson Company	224.29	58,163
58164	09/25/2020	WIDEFORM	Wide Format Company	1,582.68	58,164
58165	09/25/2020	ZUMAR	Zumar Industries, Inc.	16,779.04	58,165

Check Total: 448,143.27

**Accounts Payable**  
**Check Register Totals Only**

User: tcartmel  
 Printed: 9/29/2020 - 4:58 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
58166	09/30/2020	CHURCHKI	Kirk Church	750.00	58,166
				750.00	
Check Total:				750.00	

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 10/1/2020 - 3:40 PM



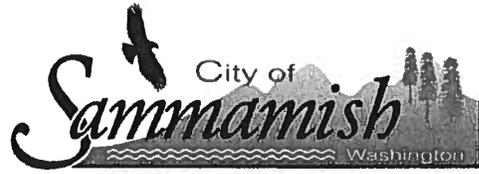
Check	Date	Vendor No	Vendor Name	Amount	Voucher
58167	10/05/2020	AHBL	AHBL Inc	3,980.00	58,167
58168	10/05/2020	AMERICAL	Americall International Inc	299.00	58,168
58169	10/05/2020	ATWORK	At Work!	34,747.63	58,169
58170	10/05/2020	AUTODOC	Auto Doctor	2,289.76	58,170
58171	10/05/2020	BATTERIE	Batteries Plus	38.50	58,171
58172	10/05/2020	BRIGHTVI	BrightView Landscapes LLC	2,511.47	58,172
58173	10/05/2020	CDW	CDW Govt Inc	460.41	58,173
58174	10/05/2020	CENTURY	CenturyLink	59.99	58,174
58175	10/05/2020	CESSCO	Cessco, Inc	2,107.05	58,175
58176	10/05/2020	CREATCIR	Creative Circle, LLC	1,400.00	58,176
58177	10/05/2020	EVANS	David Evans & Associates, Inc	166.01	58,177
58178	10/05/2020	EASTFIRE	Eastside Fire & Rescue	703,674.41	58,178
58179	10/05/2020	EHSF	Eastside Human Services Forum	5,000.00	58,179
58180	10/05/2020	WAEMP	State of Wa Employment Security Dep	32.99	58,180
58181	10/05/2020	FASTENAL	Fastenal Industrial Supplies	193.10	58,181
58182	10/05/2020	FIREPROT	Fire Protection, Inc.	363.00	58,182
58183	10/05/2020	GIANINI	Chris Gianini	35.00	58,183
58184	10/05/2020	GIESE	Eric Giese	50.00	58,184
58185	10/05/2020	HDR	HDR Engineering, Inc	83,023.92	58,185
58186	10/05/2020	HERRERA	Herrera Environmental Consult.	1,956.26	58,186
58187	10/05/2020	HOMEDE	Home Depot	1,988.26	58,187
58188	10/05/2020	KINGFI	King County Finance A/R	2,000.00	58,188
58189	10/05/2020	KINGSH	King County Sheriff's Office	545,194.00	58,189
58190	10/05/2020	KLEINFEL	Kleinfelder, Inc.	4,913.90	58,190
58191	10/05/2020	MANAGEME	Management Partners Inc	14,500.00	58,191
58192	10/05/2020	MINUTE	Minuteman Press	209.46	58,192
58193	10/05/2020	MOBERLY	Lynn Moberly	9,845.54	58,193
58194	10/05/2020	NAVIAPAY	Navia Benefit Solutions Client Pay	91.30	58,194
58195	10/05/2020	NCMACH	NC The Cat Rental Store	1,664.30	58,195
58196	10/05/2020	OCCUPATI	Occupational Health Centers of WA, P	791.00	58,196
58197	10/05/2020	OER	Olympic Environmental Resources	38,002.50	58,197
58198	10/05/2020	OSBORN	Osborn Consulting, Inc	7,319.25	58,198
58199	10/05/2020	PACSOIL	Pacific Topsoils, Inc	224.40	58,199
58200	10/05/2020	PAWLEY	Heather Pawley	75.00	58,200
58201	10/05/2020	PITNEY	Pitney Bowes, Inc	71.05	58,201
58202	10/05/2020	PLATT	Platt Electric Supply	533.22	58,202
58203	10/05/2020	PROVAC	PRO-VAC	1,909.70	58,203
58204	10/05/2020	PSE	Puget Sound Energy	611.12	58,204
58205	10/05/2020	REPUBLIC	Republic Services #172	499.50	58,205
58206	10/05/2020	SAM	Sammamish Plateau Water Sewer	1,833.67	58,206
58207	10/05/2020	SIGNARAM	Signarama-Redmond	465.09	58,207
58208	10/05/2020	SMS	SMS Cleaning, Inc	875.25	58,208
58209	10/05/2020	SUNBELT	Sunbelt Rentals	1,341.63	58,209
58210	10/05/2020	SWANSON	Swanson Bark & Wood Products	7,741.36	58,210
58211	10/05/2020	WATERSH	The Watershed Company	1,572.08	58,211
58212	10/05/2020	TRANSOLU	Transportation Solutions, Inc	4,990.16	58,212
58213	10/05/2020	TREESOLU	Tree Solutions Inc	125.00	58,213
58214	10/05/2020	TRI-TEC	Tri-Tec Communications, Inc	882.64	58,214
58215	10/05/2020	ULINE	ULINE Shipping Supplies	117.06	58,215
58216	10/05/2020	VALDEZHI	Adrianna Valdez-Hite	950.00	58,216

Check	Date	Vendor No	Vendor Name	Amount	Voucher
58217	10/05/2020	WALKOWSK	Frank Walkowski	1,010.77	58,217
58218	10/05/2020	XEROX	Xerox Financial Services	2,712.13	58,218
58219	10/05/2020	XEROXIT	XEROX IT Services	45,195.90	58,219
58220	10/05/2020	ZUMAR	Zumar Industries, Inc.	1,253.02	58,220
Check Total:				1,543,897.76	

Accounts Payable

Check Register Totals Only

User: tcartmel  
 Printed: 10/5/2020 - 12:38 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
58221	10/05/2020	ICMA401	ICMA 401	60,524.53	58,221
58222	10/05/2020	ICMA457	ICMA457	19,522.14	58,222
58223	10/05/2020	NAVIA	Navia Benefits Solution	1,523.47	58,223
58224	10/05/2020	VIMLY	Vimly Benefit Solutions, Inc	175,686.43	58,224
58225	10/05/2020	WSCCCE	WSCCCE, AFSCME, AFL-CIO	3,280.35	58,225
Check Total:				260,536.92	

**Agenda Bill**  
 City Council Regular Meeting  
 October 20, 2020



<b>SUBJECT:</b>	Approval of the 2020 Washington Cities Electrical Code		
<b>DATE SUBMITTED:</b>	October 07, 2020		
<b>DEPARTMENT:</b>	Community Development		
<b>NEEDED FROM COMMISSION:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Approve the attached ordinance authorizing the Mayor to sign the 2020 WCEC.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Ordinance</a> <a href="#">2. Exhibit 2 - 2020 WCEC</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/> <b>Approved in budget</b>	
Fund(s)		<input type="checkbox"/> <b>Budget reallocation required</b>	
		<input type="checkbox"/> <b>No budgetary impact</b>	
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COMMISSION:**

Should the City of Sammamish endorse the updated Washington Cities Electrical Code (WCEC)?

**KEY FACTS AND INFORMATION SUMMARY:**

The City of Sammamish has established an electrical permit and inspection program effective July 1, 2017 by adoption of Ordinance O2017-440. This new program was funded and positions were authorized by City Council in the adopted 2017-18 budget. Similar to the existing building permit and inspection program, the adoption of required standards and codes is necessary. This Ordinance, Exhibit 1, will amend the Sammamish Municipal Code subsection 16.05.153(1) to adopt by reference the October 29, 2020 edition of the Washington Cities Electrical Code as the City of Sammamish Electrical Code. The Sammamish Electrical Code applies to the installation of all premises wiring, electric conductors, electric equipment and additions, alterations, modifications or repairs to existing electrical installations with the exception of utility owned structures. The amendments to the Sammamish Municipal Code (SMC) Title 16 for the City's new electrical codes are within those parameters of State

requirements and the consensus of building officials within the E-Gov Alliance as well as the Washington Association of Building Officials (WABO).

Below are the major changes to the 2020 Electrical Code (Exhibit 2 – 2020 WCEC):

1. Structural changes: items were cleaned up, parts were rephrased for clarity and new items were added to improve structure and to find data.
2. Ground Fault Protection: added for larger circuits in wet locations (240 V).
3. Added receptacles for residential Kitchen islands and peninsulas.

### **Background**

The Washington Cities Electrical Code is a joint effort between the MyBuildingPermit.com (MBP) EGov portal and the Washington Association of Building Officials (WABO). This Code was created to provide cities with a document that complies with RCW 19.28.010(3), which allows cities to enforce any Ordinance that is equal, higher or better than the State's rules, but offers the following advantages.

- This Code omits all administrative and procedural State rules that cities cannot or choose not to adopt.
- This Code is written in the same format as the NEC to eliminate any conflict between a State rule and the NEC. This format will also allow the creation of insert pages that can be inserted into the applicable pages of the NEC. This Code provides enforcement consistency among those cities that choose to adopt it.

### **Development**

The partnership between MBP and WABO resulted in an Electrical Committee open to any Washington city and county wishing to participate. The Electrical Committee had participation from Bellevue, Bellingham, Burien, Des Moines, Kirkland, King County, Lacey, Longview, Marysville, Mercer Island, Olympia, Redmond, Renton, SeaTac, Seattle and Vancouver to develop the first edition of this Code. The committee compared the 2020 NEC to the most current State rules and to any regional concerns and through consensus produced the current edition of this Code. All Washington cities are encouraged to adopt this Code.

### **MyBuildingPermit.com**

MyBuildingPermit.com (MBP) is an internet portal currently shared by 13 cities and two counties, with more jurisdictions looking to join. Through the MBP permitting portal, homeowners and contractors can obtain many different types of permits including building, electrical, plumbing, mechanical, reroof, land use, public works and fire permits. Not all jurisdictions allow every permit type to be submitted through the portal, so check with the jurisdiction to find what permit types are available.

Other services provided through the MBP site include:

- Online inspection requests
- Current permit status
- Tip sheets for various construction issues
- Training opportunities

### **Washington Association of Building Officials**

The Washington Association of Building Officials (WABO) was incorporated in 1977 to promote building codes and standards that safeguard the public health and safety; advise on legislative matters; assist in the development of National and State codes; provide educational opportunities for its members; and preserve local government control of code administration.

The WABO is a nonprofit, professional association of state, county, city and town officials in Washington State engaged in the development, enforcement and administration of building

construction codes and ordinances. Members (both governmental and associate) are Building Officials and Inspectors, Planners, Architects, Structural Engineers and others interested in providing safe buildings for our communities.

**Format**

This Code is divided into three parts to facilitate those cities that do not want to adopt the entire document. Part 1 adopts the 2020 NEC and other necessary codes and standards adopted by the State. Part 2 is an administrative chapter based on portions of the ICC Electrical Code, published by the International Code Council. It provides necessary rules for enforcing and administering the NEC. Part 3 amends the NEC through supplements, deletions or revisions to be equal, higher or better than the State's rules. Only those Sections of the NEC that have been amended are included in this Code.

**CITY OF SAMMAMISH  
WASHINGTON  
Ordinance No. O2020 - \_\_\_\_**

---

**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING SAMMAMISH  
MUNICIPAL CODE SUBSECTION 16.05.153(1) TO  
ADOPT BY REFERENCE THE OCTOBER 29, 2020  
EDITION OF THE WASHINGTON CITIES  
ELECTRICAL CODE AS THE CITY OF  
SAMMAMISH ELECTRICAL CODE; PROVIDING  
FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

WHEREAS, Sammamish Municipal Code (SMC) Subsection 16.05.153(1) adopts by reference the now in-effect Washington Cities Electrical Code (WCEC), as published by the Washington Association of Building Officials, as the City of Sammamish Electrical Code; and

WHEREAS, a new version of the WCEC has been drafted by the Washington Association of Building Officials and will take effect on October 29, 2020; and

WHEREAS, the City Council wishes to amend Sammamish Municipal Code Subsection 16.05.153(1) to adopt by reference the October 29, 2020, edition of the Washington Cities Electrical Code as the Sammamish Electrical Code;

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

**Section 1. SMC Subsection 16.05.153(1), Amended.** Sammamish Municipal Code Subsection 16.05.153(1) is hereby amended to read as follows:

(1) The ~~most current October 29, 2020~~ edition of the Washington Cities Electrical Code (WCEC), ~~Part One (Adoption) and Part Three (National Electrical Code amendments)~~, as published by the Washington Association of Building Officials, is hereby adopted by reference and shall be known as the Sammamish Electrical Code. A true and correct copy of the October 29, 2020 WCEC shall be maintained in the City Clerk's Office. This includes Annexes A, B and C of the National Electrical Code; Commercial Building Telecommunications Cabling Standard (ANSI/TIA 568 C series, February 2009); Commercial Building Standard for

~~Telecommunications Pathway and Spaces (TIA 569-B, October 2004); Commercial Building Grounding and Bonding Requirements for Telecommunications (ANSI/TIA 607-B, August 2011); Residential Telecommunications Cable Standard (ANSI/TIA/EIA 570-B 2004); and the National Electrical Safety Code (NESC C2-2012 excluding Appendices A and B).~~

**Section 2. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 3. Effective Date.** This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force October 29, 2020.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 20<sup>th</sup> DAY OF OCTOBER 2020.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Karen Moran

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Lita Hachey, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:  
First Reading:  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:



# The Washington Cities Electrical Code

October 29, 2020





## Table of Contents

PREFACE.....	9
Introduction .....	9
Development.....	9
MyBuildingPermit.com .....	9
Washington Association of Building Officials.....	10
Format .....	10
Part 1 – Adoption .....	11
<b>80.1 Short Title</b> .....	11
<b>80.3 National Electrical Code and Standards Adopted</b> .....	11
<b>80.4 Conflicts</b> .....	11
Part 2 - Administration.....	13
<b>85.1 Purpose</b> .....	13
<b>85.3 Scope</b> .....	13
<b>85.5 Applicability</b> .....	14
<b>85.9 Moved buildings or structures</b> .....	16
<b>85.11 Organization and Enforcement</b> .....	19
<b>85.13 Permits and Fees</b> .....	21
<b>85.15 Construction Documents</b> .....	27
<b>85.17 Approval</b> .....	32
<b>85.19 Inspections and Testing</b> .....	34
<b>85.21 Service utilities</b> .....	39
<b>85.23 Unsafe systems and equipment</b> .....	39
<b>85.25 Violations</b> .....	40
<b>85.27 Means of Appeal</b> .....	42
<b>85.29 Additional Electrical Provisions</b> .....	43
Part 3 – NEC Amendments.....	47
<b>90.7 Examination of Equipment for Safety</b> .....	47
<b>100 Definitions</b> .....	48
<b>110.2 Approval</b> .....	57
<b>110.3 Examination, Identification, Installation, Use and Listing     (Product Certification) of Equipment</b> .....	57
<b>110.11 Deteriorating Agents</b> .....	58

**110.12 Mechanical Execution of Work..... 59**

**110.16 Arc-Flash Hazard Warning ..... 59**

**110.22 Identification of Disconnecting Means ..... 60**

**110.30 General..... 60**

**210.8 Ground Fault Circuit-Interrupter Protection for Personnel..... 61**

**210.11 Branch Circuits Required ..... 61**

**215.10 Ground-Fault Protection of Equipment..... 62**

**220.12 Lighting Loads for Specified occupancies..... 62**

**220.87 Optional Calculations for Determining Existing Loads ..... 62**

**225.30 Number of Supplies ..... 63**

**225.32 Location ..... 63**

**230.28 Service Mast as Support ..... 64**

**230.43 Wiring Methods for 1000 Volts, Nominal, or Less ..... 68**

**230.70 Service Equipment - Disconnecting Means - General ..... 68**

**230.90 Service Equipment - Overcurrent Protection..... 69**

**230.95 Ground-Fault Protection of Equipment..... 69**

**230.202 VIII. Services Exceeding 1000 Volts Service Entrance Conductors ..... 70**

**240.24 Overcurrent Protection - Location in or on Premises ..... 70**

**250.28 Main Bonding Jumper and System Bonding Jumper ..... 71**

**250.50 Grounding Electrode System ..... 71**

**250.53 Grounding Electrode System Installation..... 71**

**250.64(B) Grounding Electrode Conductor Installation..... 72**

**250.104(A) Bonding of Piping Systems and Exposed Structural Steel..... 72**

**250.104(B) Other Metal Piping..... 73**

**250.184(A) Solidly Grounded Neutral Systems ..... 73**

**300.4 Protection Against Physical Damage..... 74**

**Table 300.5 Underground Installations ..... 75**

**300.11 Securing and Supporting ..... 75**

**310.110 Conductor Identification ..... 76**

**314.23 Supports..... 77**

**314.29 Boxes, Conduit Bodies, and Handhole Enclosures to Be Accessible ..... 78**

**334.15 Exposed Work ..... 78**

**358.10(D) Electrical Metallic Tubing: Type EMT - Wet Locations..... 78**

**358.12 Electrical Metallic Tubing: Type EMT - Uses Not Permitted..... 78**

**394.12 Concealed Knob-and-Tube Wiring - Uses Not Permitted ..... 78**

**406.12 Tamper Resistant Receptacles ..... 79**

**410.10 Bathtub and Shower Areas ..... 79**

**410.62 Cord-Connected Lampholders and Luminaires..... 79**

**422.10 Appliances - Branch-Circuit Rating..... 80**

**430.7 Marking on motors and multimotor equipment ..... 80**

**440.14 Air Conditioning and Refrigerating Equipment ..... 80**

**450.27 Oil-Insulated Transformers Installed Outdoors ..... 80**

**450.42 Transformer Vaults - Walls, Roofs, and Floors ..... 81**

**501.200 Sewage Disposal Systems ..... 81**

**514.3 Hazardous (Classified) Locations ..... 83**

**514.11 Circuit Disconnects ..... 84**

**517.28 Essential Electrical Systems for Hospitals ..... 84**

**519 Educational and Institutional Occupancies ..... 86**

**525.1 Carnivals, Circuses, Fairs, and Similar Events - Scope ..... 86**

**547.1 Agricultural Buildings - Scope ..... 86**

**553.4 Floating Buildings - Location of Service Equipment..... 87**

**553.6 Floating Buildings - Feeder Conductors..... 87**

**553.7 Floating Buildings - Installation of Services and Feeders ..... 87**

**555.1 Marinas and Boatyards - Scope ..... 87**

**555.5 Marinas and Boatyards - Transformers ..... 87**

**555.7 Marinas and Boatyards - Location of Service Equipment ..... 88**

**555.9 Marinas and Boatyards - Electrical Connections ..... 88**

**555.10 Marinas and Boatyards - Electrical Equipment Enclosures ..... 88**

**555.13 Marinas and Boatyards - Wiring Methods and Installation ..... 88**

**555.19 Marinas and Boatyards - Receptacles..... 88**

**590.1 Temporary Installations - Scope ..... 88**

**590.4 Temporary Installations - General - Splices ..... 89**

**600.3 Electrical Signs and Outline Lighting - Listing..... 89**

**600.4 Electrical Signs and Outline Lighting – Markings ..... 89**

**600.10 Portable or Mobile Signs** ..... 89

**600.21 Ballasts, Transformers, Class 2 power supplies and Electronic Power Supplies** ..... 90

**600.30 Electrical Signs and Outline Lighting – Applicability** ..... 90

**680.4 Swimming Pools, Fountains, and Similar Equipment Approval of Equipment** ..... 90

**680.13 Field Installed Equipment**..... 90

**680.40 Spas and Hot Tubs - General**..... 91

**680.70 Hydromassage - General** ..... 91

**690.2 Solar Photovoltaic Systems - Definitions** ..... 91

**690.4 Solar Photovoltaic Systems - Installation** ..... 92

**690.7 Solar Photovoltaic Systems - Maximum Voltage**..... 92

**700.5 Emergency Systems - Transfer Equipment**..... 92

**700.7 Emergency Systems - Signs**..... 93

**700.10 Wiring, Emergency Systems** ..... 93

**700.10(E) Smoke Control Systems, Pressurization Wiring and Equipment** ..... 94

**700.12 Emergency Systems - Sources of Power** ..... 94

**700.32 Emergency Systems - Coordination**..... 95

**701.5 Emergency Systems - Transfer Equipment**..... 95

**701.7 Legally Required Standby Systems - Signs**..... 95

**701.12(B) Legally Required Standby Systems - Sources of Power** ..... 96

**701.27 Legally Required Standby Systems -Selective Coordination** ..... 96

**702.7 Optional Standby Systems - Signs**..... 96

**705 Interconnected electric power production sources**..... 96

**705.12 Point of Connection** ..... 97

**705.31 Location of overcurrent protection**..... 97

**725.3 Class 1, Class 2, and Class 3 Remote Control, Signaling, and Power Limited Circuits Other Articles**..... 97

**760.3 Fire Alarm Systems - Other articles**..... 97

**760.12 Fire Alarm Systems** ..... 97

**760.30 Fire Alarm Circuit Identification** ..... 98

**770.3 Optical Fiber Cables - Other Articles**..... 98

**800.3 Communications Circuits - Other Articles**..... 98

**800.30 Communication Circuits..... 99**



## PREFACE

### Introduction

The Washington Cities Electrical Code is a joint effort between the MyBuildingPermit.com (MBP) EGov portal and the Washington Association of Building Officials (WABO). This Code was created to provide cities with a document that complies with RCW 19.28.010(3), which allows cities to enforce any Ordinance that is equal, higher or better than the State's rules, but offers the following advantages.

- This Code omits all administrative and procedural State rules that cities cannot or choose not to adopt.
- This Code is written in the same format as the NEC to eliminate any conflict between a State rule and the NEC. This format will also allow the creation of insert pages that can be inserted into the applicable pages of the NEC. This Code provides enforcement consistency among those cities that choose to adopt it.

### Development

The partnership between MBP and WABO resulted in an Electrical Committee open to any Washington city and county wishing to participate. The Electrical Committee had participation from Bellevue, Bellingham, Burien, Des Moines, Kirkland, King County, Lacey, Longview, Marysville, Mercer Island, Olympia, Redmond, Renton, SeaTac, Seattle and Vancouver to develop the first edition of this Code. The committee compared the 2020 NEC to the most current State rules and to any regional concerns and through consensus produced the current edition of this Code. All Washington cities are encouraged to adopt this Code.

### MyBuildingPermit.com

MyBuildingPermit.com (MBP) is an internet portal currently shared by 13 cities and two counties, with more jurisdictions looking to join. Through the MBP permitting portal, homeowners and contractors can obtain many different types of permits including building, electrical, plumbing, mechanical, reroof, land use, public works and fire permits. Not all jurisdictions allow every permit type to be submitted through the portal, so check with the jurisdiction to find what permit types are available.

Other services provided through the MBP site include:

- Online inspection requests
- Current permit status
- Tip sheets for various construction issues
- Training opportunities

The member jurisdictions are dedicated to providing a consistent and efficient permitting experience to their customers. The current members of MBP are, Bellevue, Bothell, Burien, Kenmore, King County, Kirkland, Issaquah, Mercer Island, Mill Creek, Newcastle, Renton, Sammamish, Snohomish County, Snoqualmie, and Woodinville.

**Washington Association of Building Officials**

The Washington Association of Building Officials (WABO) was incorporated in 1977 to promote building codes and standards that safeguard the public health and safety; advise on legislative matters; assist in the development of National and State codes; provide educational opportunities for its members; and preserve local government control of code administration.

The WABO is a nonprofit, professional association of state, county, city and town officials in Washington State engaged in the development, enforcement and administration of building construction codes and ordinances. Members (both governmental and associate) are Building Officials and Inspectors, Planners, Architects, Structural Engineers and others interested in providing safe buildings for our communities.

**Format**

This Code is divided into three parts to facilitate those cities that do not want to adopt the entire document. Part 1 adopts the 2020 NEC and other necessary codes and standards adopted by the State. Part 2 is an administrative chapter based on portions of the ICC Electrical Code, published by the International Code Council. It provides necessary rules for enforcing and administering the NEC. Part 3 amends the NEC through supplements, deletions or revisions to be equal, higher or better than the State's rules. Only those Sections of the NEC that have been amended are included in this Code.

## Part 1 – Adoption

### **80 National Electrical Code Article 80 created – Adoption**

The National Electrical Code is amended and supplemented by the addition of a new Article to be known as Article 80 – Adoption, to read as follows:

#### **Article 80 Adoption**

**80.1 Short Title:** These regulations shall be known as the City Electrical Code and shall be cited as such and will be referred to herein as “this code.”

**80.3 National Electrical Code and Standards Adopted:** The 2020 Edition of the National Electrical Code (NFPA 70-2020) published August, 2019 including Annex A, B and C, and subsequent Errata and Tentative Interim Amendments issued by the National Fire Protection Association; Commercial Building Telecommunications Cabling Standard (ANSI/TIA/EIA 568 C series, February 2009 Commercial Building Standard for Telecommunications Pathway and Spaces (ANSI/TIA/EIA 569 B, October 2004); Commercial Building Grounding and Bonding Requirements for Telecommunications (ANSI/ TIA/EIA 607-B, August 2011); and the Residential Telecommunications Cable Standard (ANSI/TIA/EIA 570-B-2004); and the National Electrical Safety Code (NEC C2-2017 excluding Appendixes A and B) are hereby adopted and shall be applicable within the city, as amended, added to and excepted in this code.

The National Electrical Code will be followed where there is any conflict between the National Electrical Code and ANSI/TIA/EIA 569-B, ANSI/TIA/EIA570-B, or the NEC C2

**80.4 Conflicts:** In accordance with RCW 19.28.010(3), where the State of Washington, Department of Labor and Industries adopts a more current edition of the National Electrical Code (NFPA 70) the Code Official may supplement use of this Code with newly adopted editions of the National Electrical Code.



## Part 2 - Administration

### **85 National Electrical Code Article 85 created — Administration**

The National Electrical Code is amended and supplemented by the addition of a new Article to be known as Article 85 – Administration, to read as follows:

#### **Article 85 Administration**

**85.1 Purpose:** The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of electrical systems and equipment.

**85.3 Scope:** This code covers the installation of electric conductors, electric equipment and additions, alterations, modifications, or repairs to existing electrical installations for the following:

- (A) Electric conductors, electric equipment, and electrical raceways installed within or on public and private buildings, property or other structures.
- (B) Signaling and communications conductors and equipment, telecommunications conductors and equipment, fiber optic cables, and raceways installed within or on public and private buildings, property or other structures.
- (C) Yards, lots, parking lots, and industrial substations.
- (D) Temporary electrical installations for use during the construction of buildings.
- (E) Temporary electrical installations for carnivals, conventions, festivals, fairs, traveling shows, the holding of religious services, temporary lighting of streets, or other approved uses.
- (F) Installations of conductors and equipment that connect to a supply of electricity.
- (G) All other outside electrical conductors on the premises.
- (H) Optional standby systems derived from portable generators.

**Exception:** Installations under the exclusive control of electric utilities for the purpose of communication, transmission, and distribution of electric energy located in buildings used exclusively by utilities for such purposes or located outdoors on property owned or leased by the utilities or on public highways, streets, roads, etc., or outdoors by established rights on private property.

It is the intent of this section that this code covers all premises' wiring or wiring other than utility owned metering equipment, on the load side of the service point of buildings, structures, or any other premises not owned or leased by the utility. Also, it is the intent that this code covers installations in buildings used by the utility for purposes other than listed above, such as offices buildings, warehouses, garages, machine shops, and recreational buildings which are not an integral part of a generating plant, substation, or control center.

### **85.5 Applicability**

- (A) New Installations:** This code applies to new electrical installations. Exception: If an electrical permit application is received after this chapter has taken effect, but is associated with a building permit application received prior to the effective date of the ordinance codified in this chapter, all applicable codes adopted and in force at the time of a complete building permit application will apply.
- (B) Existing installations:** Lawfully installed existing electrical installations that do not comply with the provisions of this chapter shall be permitted to be continued without change, except as specifically covered in this code, the International Fire Code or as is deemed necessary by the Code Official for the general safety and welfare of the occupants and the public. Where changes are required for correction of hazards, a reasonable amount of time shall be given for compliance, depending on the degree of the hazard.
- (C) Maintenance:** Electrical systems, equipment, materials and appurtenances, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. Devices or safeguards that are required by this code shall be maintained in compliance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of the electrical systems and equipment. To determine compliance with this provision, the Code Official shall have the authority to require that the electrical systems and equipment be re-inspected.
- (D) Additions, alterations, modifications or repairs:** Additions, alterations, modifications or repairs to the electrical system of any building, structure, or premises shall conform to the requirements of this Code without requiring those portions of the existing building not being altered or modified to comply with all the requirements of this Code. Installations, additions, alterations, modifications, or repairs shall not cause an existing building to become unsafe or to adversely affect the performance of the building as determined by the Code Official or

designated representative. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the Code in force at the time the additions were made.

- (E) Change in occupancy:** It shall be unlawful to make a change in the occupancy of any structure that will subject the structure to any special provision of this Code applicable to the new occupancy without approval. The Code Official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such change of occupancy does not result in any hazard to public health, safety or welfare.
- (F) Differences:**
  - (1) Where, in any specific case, different sections of this Code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
  - (2) The requirements of this Code will be observed where there is any conflict between this code and the National Electrical Code (NFPA 70), Centrifugal Fire Pumps (NFPA 20), the Emergency and Standby Power Systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, or ANSI/TIA/EIA 570.
  - (3) The National Electrical Code will be followed where there is any conflict between standard for Installation of Stationary Pumps for Fire Protection (NFPA 20), standard for Emergency and Standby Power Systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, ANSI/TIA/EIA 570-B, and the National Electrical Code (NFPA 70).
- (G) Other laws:** The provisions of this Code shall not be deemed to nullify any provisions of Local, State or Federal law.
- (H) Validity:** In the event any part or provision of this Code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions thereof, which are determined to be legal; and it shall be presumed that this Code would have been adopted without such illegal or invalid parts or provisions.
- (I) Segregation of invalid provisions:** Any invalid part of this code shall be segregated from the remainder of this Code by the court holding such part invalid, and the remainder shall remain effective.
- (J) Application of references:** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapters, sections or provisions of this Code.

**(K) Referenced codes and standards:** The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes or standards, the provisions of this code shall apply.

**Exception:** Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing and manufacturer’s instructions shall apply.

**(L) Annex Chapters:** Provisions in the annex chapters shall not apply unless specifically referenced in the adopting ordinance.

**(M) Subjects not regulated by this code:** Where no applicable standards or requirements are set forth in this code, or are contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of nationally recognized standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the Code Official to determine compliance with codes or standards for those activities or installations within the Code Official’s jurisdiction or responsibility.

**85.9 Moved buildings or structures**

**(A)** Buildings or structures intended to be relocated within or into the city must be inspected by the Code Official for compliance with the codes and standards adopted in this chapter prior to being relocated or moved. The owner of the building or structure must obtain a building permit and further must agree to correct all deficiencies identified by the inspection prior to moving the building. All deficiencies must be corrected before electric power is connected to the building.

**(B)** Nonresidential buildings or structures moved into the jurisdiction must be inspected to ensure compliance with current requirements of this Code.

**(C)** Residential buildings or structures wired in the U.S., to NEC requirements, and moved into the jurisdiction must be inspected to ensure compliance with the NEC requirements in effect at the time and place the original wiring was made. The building or structure must be inspected to ensure compliance with all current requirements of chapter 19.28 RCW and the rules developed by the department if:

- (1) The original occupancy classification of the building or structure is changed as a result of the move; or
- (2) The building or structure has been substantially remodeled or rehabilitated as a result of the move.

- (D) Residential buildings or structures wired in Canada to Canadian Electrical Code (CEC) standards and moved into the jurisdiction must be inspected to ensure compliance with the following minimum safety requirements:
- (1) Service, service grounding, and service bonding must comply with this Code.
  - (2) Canadian Standards Association (CSA) listed Type NMD cable is allowed with the following qualifications:
    - (a) CSA listed Type NMD cable, American Wire Gauge #10 and smaller installed after 1964 utilizing an equipment grounding conductor smaller than the phase conductors, must be:
      - (i) Replaced with a cable utilizing a full-size equipment grounding conductor; or
      - (ii) Protected by a ground fault circuit interrupter protection device.
    - (b) CSA listed Type NMD cable, #8 AWG and larger, must:
      - (i) Utilize an equipment grounding conductor sized according to the requirements of the NEC in effect at the time of the installation;
      - (ii) Be protected by a ground fault circuit interrupter protection device; or
      - (iii) Be replaced.
  - (3) Other types of wiring and cable must be:
    - (a) Replaced with wiring listed or field evaluated in accordance with U.S. standards by a laboratory approved by the department; or
    - (b) Protected by a ground fault circuit interrupter protection device and arc fault circuit protection device.
  - (4) Equipment, other than wiring or panelboards, manufactured and installed prior to 1997 must be listed and identified by laboratory labels approved by the department or CSA labels.
  - (5) All panelboards must be listed and identified by testing laboratory labels approved by the department with the following qualifications:
    - (a) CSA listed panelboards labeled "Suitable for Use as Service Equipment" will be considered to be approved as "Suitable for Use only as Service Equipment."

- (b) CSA listed panelboards must be limited to a maximum of 42 circuits.
- (c) CSA listed panelboards used as lighting and appliance panelboards as described in the NEC, must meet all current requirements of the NEC and this chapter.
- (6) Any wiring or panelboards replaced or changed as a result of the move must meet current requirements of chapter 19.28 RCW and this chapter.
- (7) The location, type, and ground fault circuit interrupter protection of receptacles and equipment in a bathroom, kitchen, basement, garage, or outdoor area must meet the Washington requirements in effect at the time the wiring was installed.
- (8) Four, 15-ampere, kitchen small appliance circuits will be accepted in lieu of two, 20-ampere, kitchen small appliance circuits. Receptacles will not be required to be added on kitchen peninsular or island counters.
- (9) Spacing requirements for all other receptacles must meet the Washington requirements in effect at the time the wiring was installed.
- (10) Receptacles installed above baseboard or fixed wall space heaters must be removed and the outlet box covered with a blank cover. The receptacle is required to be relocated as closely as possible to the existing location.
- (11) Lighting outlet and switch locations must meet the City's requirements in effect at the time the wiring was installed.
- (12) Dedicated 20-ampere small appliance circuits are not required in dining rooms.
- (13) Electric water heater branch circuits must be adequate for the load.
- (14) The location, type, and circuit protection of feeders must meet the City's requirements in effect at the time the wiring was installed.

### 85.11 Organization and Enforcement

- (A) **Creation of enforcement agency.** The department of electrical inspection is hereby created and the Official in charge thereof shall be known as the Code Official. The function of the department shall be to assist the Code Official in the administration and enforcement of the provisions of this Code.
- (B) **Appointment.** The Code Official shall be appointed by the Chief appointing authority of the jurisdiction.
- (C) **Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Code Official shall have the authority to appoint a Deputy Code Official, the related technical officers; Inspectors, Plans Examiners and other employees. Such employees shall have powers as delegated by the Code Official.
- (D) **Duties and powers of the Code Official.** The Code Official is hereby authorized and directed to enforce the provisions of this Code. The Code Official shall have the authority to render interpretations of this Code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this Code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this Code.
  - (1) **Rule-making authority.** The Code Official shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and regulations and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving requirements specifically provided for in this Code, or of violating accepted engineering methods involving public safety.
  - (2) **Applications and permits.** The Code Official is authorized to receive applications, review construction documents and issue permits for the installation of electrical systems and equipment, inspect the premises for which such permits have been issued, and enforce compliance with the provisions of this Code.
  - (3) **Notices and orders.** The Code Official is authorized to issue all necessary notices or orders in accordance with Section 85.25(B) as are required to effect compliance with this Code.
  - (4) **Inspections.** The Code Official shall make all of the inspections necessary to determine compliance with the provisions of this Code in accordance with Section 85.19.

- (5) **Identification.** The Code Official shall carry proper identification as required by Section 85.19(G).
- (6) **Right of entry.** The Code Official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this Code in accordance with Section 85.19(I).
- (7) **Department records.** The Code Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, notices and orders issued, and as required by this Code, such records shall be retained in the official records for the period required for retention of public records.
- (8) **Approvals and modifications.** A record of approvals and modifications granted shall be maintained by the Code Official and shall be available for public inspection during business hours in accordance with applicable laws.
- (9) **Inspections.** The Code Official shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.
- (10) **Alternative methods or materials.** The application for modification, alternative methods or materials and the final decision of the Code Official shall be in writing and shall be officially recorded in the permanent records of the Code Official.
- (11) **Liability.** The Code Official, Officer or employee charged with the enforcement of this Code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any Officer or employee because of an act performed by that Officer or employee in the lawful discharge of duties and under the provisions of this Code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings.

The Code Official or any subordinate shall not be liable for costs in any action, suit or proceeding that is instituted in pursuance of the provisions of this Code; and any Official, Officer or employee, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

- (E) **Certificate of Occupancy.** No building or structure shall be used or occupied until a certificate of occupancy has been provided in accordance with the International Building Code.

**85.13 Permits and Fees**

- (A) **Permits required.** Permits required by this Code shall be obtained from the Code Official. Permit fees, if any, shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the Code Official.
- (B) **Types of permits.** An owner, authorized agent or contractor who desires to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace electrical systems or equipment, the installation of which is regulated by this code, or to cause such work to be done, shall first make application to the Code Official and obtain the required permit for the work.

**Exception:** Where repair or replacement of electrical systems or equipment must be performed in an emergency situation, the permit application shall be submitted within the next working business day.

- (C) **Telecommunication Systems.** An electrical permit is required for all installations of telecommunications systems on the customer side of the network demarcation point for projects greater than ten telecommunications outlets. All backbone installations regardless of size and all telecommunications cable or equipment installations involving penetrations of fire barriers or passing through hazardous locations require permits and inspections. For the purposes of determining the inspection threshold for telecommunications projects greater than ten outlets, the following will apply:

- (1) An outlet is the combination of jacks and mounting hardware for those jacks, along with the associated cable and telecommunications closet terminations that serve one workstation. In counting outlets to determine the inspection threshold, one outlet must not be associated with more than six standard four pair cables or more than one twentyfive-pair cable. Therefore, installations of greater than sixty standard four-pair cables or ten standard twenty-five-pair cables require permits and inspections. (It is not the intent of the statute to allow large masses of cables to be run to workstations or spaces serving telecommunications equipment without inspection. Proper cable support and proper loading of building structural elements are safety concerns. When considering total associated cables, the

telecommunications availability at one workstation may count as more than one outlet.)

- (2) The installation of greater than ten outlets and the associated cables along any horizontal pathway from a telecommunications closet to work areas during any continuous ninety-day period requires a permit and inspection.
  - (3) All telecommunications installations within the residential dwelling units of single-family, duplex, and multifamily dwellings do not require permits or inspections. In residential multifamily dwellings, permits and inspections are required for all backbone installations, all fire barrier penetrations, and installations of greater than ten outlets in common areas.
  - (4) No permits or inspections are required for installation or replacement of cord and plug connected telecommunications equipment or for patch cord and jumper cross-connected equipment.
  - (5) Definitions of telecommunications technical terms will come from chapter 19.28 RCW, this chapter, TIA/EIA standards, and NEC.
- (D) Temporary Installations:** For temporary electrical installations, the city will consider a permit applicant to be the owner per RCW 19.28.261 under the conditions below:

Any person firm, partnership, corporation, or other entity registered as a general contractor under chapter 18.27 RCW will be permitted to install a single electrical service per address for the purposes of temporary power during the construction phase of a project, when all of the following conditions are met:

- 1) The installation is limited to the mounting and bracing of a preassembled pole or pedestal mounted service, the installation of a ground rod or ground plate, and the connection of the grounding electrode conductor to the ground rod or plate;
- 2) The total service size does not exceed 200 amperes, 250 volts nominal;
- 3) The service supplies no feeders;
- 4) Branch circuits not exceeding 50 amperes each are permitted, provided such branch circuits supply only receptacles that are either part of the service equipment or are mounted on the same pole;
- 5) The General Contractor owns the electrical equipment;
- 6) The General Contractor has been hired by the property owner as the General Contractor for the project;

- 7) The General Contractor must purchase an electrical work permit for the temporary service, request inspection, and obtain approval prior to energizing the service.

**(E) Work exempt from permit**

As required by chapter 19.28 RCW or this chapter, an electrical permit is required for the installation, alteration, or maintenance of all electrical systems or equipment except for:

- 1) Travel trailers;
- 2) Basic electrical work which includes:
  - a) The like-in-kind replacement of a: Contactor, relay, timer, starter, circuit board, or similar control component; household appliance; circuit breaker; fuse; residential luminaire; lamp; snap switch; dimmer; receptacle outlet; thermostat; heating element; luminaire ballast with an exact same ballast; component(s) of electric signs, outline lighting, skeleton neon tubing when replaced on-site by an appropriate electrical contractor and when the sign, outline lighting or skeleton neon tubing electrical system is not modified; ten horsepower or smaller motor;
  - b) Induction detection loops described in WAC 296-46B-300(2) and used to control gate access devices; and c) Heat cable repair
- 3) All wiring for low voltage installations within a one or two family dwelling unit or its accessory structure except wired security, fire or smoke alarm systems, provided the power is supplied by a listed Class 2 power supply and none of the wiring penetrates the wall or ceiling separating the two units.

Unless specifically noted, the exemptions listed do not include: The replacement of an equipment unit, assembly, or enclosure that contains an exempted component or combination of components. (i.e., electrical furnace/heat pumps, industrial milling machine, etc.)

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for work to be done in violation of the provisions of this Code or other laws or ordinances of this jurisdiction.

**(F) Application.** Application for a permit required by this Code shall be made to the Code Official in such form and detail as prescribed by the Code Official. Applications for permits shall be accompanied by such plans as prescribed by the Code Official.

- (1) Action on application.** The Code Official shall examine or cause to be examined applications for permits and amendments thereto

within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Code Official shall reject such application in writing, stating the reasons therefore. If the Code Official is satisfied that the proposed work conforms to the requirements of this Code and laws and ordinances applicable thereto, the Code Official shall issue a permit as soon as practicable.

- (2) **Inspection required.** Before a permit is issued, the Code Official is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.
- (3) **Time limitation of application.** An application for a permit for any proposed work or operation shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Code Official is authorized to grant one extension of time for an additional period not exceeding 90 days. The extension shall be requested in writing and justifiable cause demonstrated.
- (G) **Conditions of a permit.** A permit shall constitute permission to conduct work as set forth in this Code in accordance with the provisions of this Code. Such permission shall not be construed as authority to violate, cancel or set aside any of the provisions of this Code or other applicable regulations or laws of the jurisdiction.
- (H) **Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Code Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.
- (I) **Extensions.** The Code Official is authorized to grant, in writing, one or more extensions of the time period of a permit for periods of not more than 90 days each. Such extensions shall be requested by the permit holder in writing and justifiable cause demonstrated.
- (J) **Posting the permit.** Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the Code Official.
- (K) **Validity.** The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the City. Permits presuming to

give authority to violate or cancel the provisions of this code or other ordinances of the City shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Code Official from requiring the correction of errors in the construction documents and other data. The Code Official is also authorized to prevent occupancy or use of a structure that is in violation of this Code or of any other ordinances of this City.

- (L) **Information on the permit.** The Code Official shall issue all permits required by this Code on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the Code Official.
- (M) **Suspension or revocation.** The Code Official is authorized to suspend or revoke a permit issued under the provisions of this Code wherever the permit is issued in error, on the basis of incorrect, inaccurate or incomplete information; in violation of any ordinance, regulation or any of the provisions of this Code; or if any one of the following conditions exists:
  - (a) The permit is used for a location or establishment other than that for which it was issued.
  - (b) The permit is used for a condition or activity other than that listed in the permit.
  - (c) Conditions and limitations set forth in the permit have been violated.
  - (d) There have been any false statements or misrepresentations as to the material fact in the application for permit or plans submitted or a condition of the permit.
  - (e) The permit is used by a different person or firm than the name for which it was issued.
  - (f) The permittee failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of this code within the time provided therein.
  - (g) The permit was issued in error or in violation of an ordinance, regulation or this Code.

**(N) FEES**

- 1) **Payment of fees.** A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

- 2) **Schedule of permit fees.** A fee for each permit shall be paid as required, in accordance with the schedule as established by the City.
- 3) **Work commencing before permit issuance.** Except where authorized for emergencies by Section 85.13(B) exception, any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the Code Official, which shall be in addition to the required permit fees.
- 4) **Related fees.** The payment of the fee for the construction, alteration, removal or demolition for work done in connection with, or concurrently with, the work authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.
- 5) **Refunds.** The Code Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code provided the request is made in writing and file by the original permittee not later than 180 days after the date of permit issuance. The Code Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done provided the request is made in writing and filed by the original applicant not later than 180 days after the date of application.
- 6) **Use of Consultants.** Whenever review of an application requires retention by the City for professional consulting services for other than normal plan review, the applicant shall reimburse the City the cost of such professional consulting services. This fee may be in addition to the normal plan review and permit fees. The City may require the applicant to deposit an amount with the City to be sufficient to cover anticipated costs to retain professional consultant services and to ensure reimbursement for such costs.

**85.15 Construction Documents**

**(A) Submittal documents.** Construction documents, special inspection and structural observation programs, and other data shall be submitted as required by the City in two or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the State of Washington. Where special conditions exist, the Code Official is authorized to require additional construction documents to be prepared by a registered design professional.

**Exception:** The Code Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to determine compliance with this code.

**(B) Electrical Engineer.** Electrical plans for the following installations shall be prepared by, or under the direction of an electrical engineer registered under Chapter 18.43 RCW, and Chapters 180-29, 246-320, and 388-97 WAC. All electrical plans must bear the engineer's stamp and signature.

- (1) All educational facilities, hospitals and nursing homes;
- (2) All services or feeders rated 1,600 amperes or larger;
- (3) All installations identified in the National Electrical Code requiring engineering supervision;
- (4) As required by the Building Official for installations which by their nature are complex, hazardous or pose unique design problems.

**(C) Information on construction documents.** Construction documents shall be drawn to scale upon suitable material. Electronic media documents are permitted to be submitted where approved by the Code Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Code Official.

Construction documents shall identify the name and classification of the facility and clearly show the electrical installation or alteration in floor plan view, include all switchboard and panelboard schedules and when a service or feeder is to be installed or altered, must include a riser diagram, load calculation, fault current calculation, and interrupting rating of equipment.

- (D) **Penetrations.** Construction documents shall indicate where penetrations will be made for electrical systems and shall indicate the materials and methods for maintaining required structural safety, fire resistance rating and fire blocking.
- (E) **Load calculations.** Where an addition or alteration is made to an existing electrical system, an electrical load calculation shall be prepared to determine if the existing electrical service has the capacity to serve the added load.
- (F) **Site plan.** The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Code Official is permitted to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.
- (G) **Plan review required.** Electrical plan review is required for all new or altered electrical projects in the following occupancies and/or installations:
  - 1) Educational, institutional, or health care facilities/buildings as follows:
    - (a) Hospital
    - (b) Nursing home unit or long-term care unit
    - (c) Boarding home
    - (d) Assisted living facility
    - (e) Private alcoholism hospital
    - (f) Alcoholism treatment facility
    - (g) Private psychiatric hospital
    - (h) Maternity home
    - (i) Ambulatory surgery facility
    - (j) Renal hemodialysis clinic
    - (k) Residential treatment facility for psychiatrically impaired children and youth
    - (l) Adult residential rehabilitation center

(m) Educational facilities

(n) Institutional facilities

**Exception:** Electrical Plan review is not required for the above educational, institutional, or health care facilities buildings where:

1. Lighting specific projects that result in an electrical load reduction on each feeder involved in the project;
2. Low voltage systems;
3. Modification to existing electrical installations where all of the following conditions are met:
  - a. Service or distribution equipment involved is rated less than 100 amperes and does not exceed 250 volts;
  - b. Does not involve emergency systems other than listed unit equipment per NEC 700.12(F);
  - c. Does not involve branch circuits or feeders of an essential electrical system as defined in NEC 517.2; and
  - d. Service and feeder load calculations are increased by 5% or less.
4. Stand-alone utility fed services that do not exceed 250 volts and less than 100 amperes where the project's distribution system does not include:
  - a. Emergency systems other than listed unit equipment per NEC 700.12(F);
  - b. Critical branch circuits or feeders as defined in NEC 517.2, or
  - c. A required fire pump system.
- 2) Installations in occupancies, except one and two family dwellings, where a service or feeder rated 100 amperes or greater is installed or altered or if more than 100 amperes is added to the service or feeder, except temporary services less than 480 volts.
- 3) All work on electrical systems operating at/over 600 Volts
- 4) All commercial generator installations or alterations
- 5) All work in areas determined to be hazardous (classified) location by the NEC.
- 6) Installations of switches or circuit breakers rated four hundred amperes or over except for one and two family dwellings.

- 7) If 50% or more of luminaires change and there is an increase in the lighting load.
- 8) Wind driven generators.
- 9) Solar photovoltaic systems.
- 10) Any proposed installation which cannot be adequately described in the application form.

**(H) Examination of Documents.** The Code Official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

**(I) Approval of construction documents.** When the Code Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed By", "Approved", or other similar words. One set of construction documents so reviewed shall be retained by the Code Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Code Official or the authorized representative.

- (1) Previous approvals. This code shall not require changes in the construction documents, construction or installation of electrical systems or equipment for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.
- (2) Phased approval. The Code Official is authorized to issue a permit for the installation of part of an electrical system before the construction documents for the electrical system have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire system will be granted.

**(J) Design Professional in Responsible Charge.** When it is required that documents be prepared by a qualified registered design professional, the Building Official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered

design professional in responsible charge. The Building Official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by IBC Chapter 17, the inspection program shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur (see also duties specified in IBC Chapter 17).

- (K) Deferred submittals.** For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge, or the applicant, if no design professional is required, shall list the deferred submittals on the construction documents for review by the Building Official. Where a design professional is required, documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official. The Building Official is authorized to charge an additional plan review fee to evaluate the deferred submittal under.
- (L) Amended construction documents (aka "Revisions").** Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents (aka: Revisions). The Building Official may authorize minor field changes subject to the approval of the Field Inspector.
- (M) Retention of construction documents.** One set of approved construction documents shall be retained by the City for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

**85.17 Approval**

- (A) Approved materials and equipment.** All materials, equipment and devices approved by the Code Official shall be constructed and installed in accordance with such approval.
- (B) Technical assistance.** To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to the inspection of the department, the Code Official is authorized to require the owner or the person in possession or control of the building or premises to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or organization acceptable to the Code Official and shall analyze the properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The Code Official is authorized to require design submittals to be prepared by and bear the stamp of a registered design professional.
- (C) Modifications.** Wherever there are practical difficulties involved in carrying out the provisions of this code, the Code Official shall have the authority to grant modifications for individual cases, provided the Code Official shall first find that special individual reason makes the strict letter of this code impractical and that the modification is in compliance with the intent and purpose of this code, and that such modification does not lessen health, life and fire-safety requirements. The details of action granting modifications shall be recorded and entered in the permit file.
- (D) Alternative materials, methods, equipment and appliances.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the Code Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.
- (E) Material, equipment and appliance reuse.** Materials, equipment, appliances and devices shall not be reused unless such elements have been reconditioned, tested and placed in good and proper working condition and approved.
- (F) Required testing.** Wherever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in

order to substantiate claims for alternative materials or methods, the Code Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction.

- (G) Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Code Official shall approve the testing procedures.
- (H) Testing agency.** All tests shall be performed by an approved agency.
- (I) Test reports.** Reports of tests shall be retained by the Code Official for the period required for retention of public records.
- (J) Alternate engineered design.** The design, documentation, inspection, testing and approval of an alternative engineered design electrical system shall comply with this section.
  - 1) Design criteria.** An alternative engineered design shall conform to the intent of the provisions of this code and shall provide an equivalent level of quality, strength, effectiveness, fire resistance, durability and safety. Materials, equipment or components shall be designed and installed in accordance with the manufacturer's installation instructions.
  - 2) Submittal.** The registered design professional shall indicate on the permit application that the electrical system is an alternative engineered design. The permit and permanent permit records shall indicate that an alternative engineered design was part of the approved installation.
  - 3) Technical data.** The registered design professional shall submit sufficient technical data to substantiate the proposed alternative engineered design and to prove that the performance meets the intent of this code.
  - 4) Construction documents.** The registered design professional shall submit to the Code Official two complete sets of signed and sealed construction documents for the alternative engineered design. The construction documents shall include floor plans and a diagram of the work.
  - 5) Design approval.** Where the Code Official determines that the alternative engineered design conforms to the intent of this code, the electrical system shall be approved. If the alternative engineered design is not approved, the Code Official shall notify the registered design professional in writing, stating the reasons therefore.

- 6) Inspection and testing.** The alternative engineered design shall be tested and inspected in accordance with the requirements of this code.

### **85.19 Inspections and Testing**

- (A) General.** The Code Official is authorized to conduct inspections that are deemed necessary to determine the extent of compliance with the provisions of this code and to approve reports of inspection by approved agencies or individuals. All reports of such inspections shall be prepared and submitted in writing for review and approval. Inspection reports shall be certified by a responsible officer of such approved agency or by the responsible individual. The Code Official is authorized to engage such expert opinion as deemed necessary to report upon unusual, detailed or complex technical issues subject to the approval of the governing body. Electrical wiring or equipment subject to this chapter must be sufficiently accessible, at the time of inspection, to allow the inspector to visually inspect the installation to verify conformance with the NEC and any other electrical requirements of this chapter. Cables or raceways, fished according to the NEC, do not require visual inspection.
- (B) Required Inspections.** The Code Official, upon notification, shall make the inspections set forth in this section:
- (1) **Underground.** Underground inspection shall be made after trenches or ditches are excavated and bedded, piping and conductors are installed, and before backfill is put in place. Where excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the raceway, cable or conductors, or where corrosive action will occur, protection shall be provided in the form of granular or selected material, approved running boards, sleeves or other means.
  - (2) **Rough-in.** Rough-in inspection shall be made after the roof, framing, fireblocking and bracing are in place and all wiring and other components to be concealed are complete, and prior to the installation of wall or ceiling membranes. All required equipment grounding conductors installed in concealed cable or flexible conduit systems must be completely installed and made up at the time of the rough-in cover inspection.
  - (3) **Other inspections.** In addition to the inspections specified above, the Code Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws, which are enforced by the department of electrical inspection.

- (4) Final Inspection. The final inspection shall be made after all work required by the permit is completed.
- (C) Concealed work.** Work shall remain accessible and exposed for inspection purposes until approved. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Wherever any installation subject to inspection prior to use is covered or concealed without having first been inspected, the Code Official shall have the authority to require that such work be exposed for inspection. Neither the Code Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.
- (D) Inspection record card.** Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder shall have posted or otherwise made available an inspection record card such as to allow the Code Official to make conveniently the required entries thereon regarding inspection of the work. This card shall be maintained by the permit holder until final approval has been granted by the Code Official.
- (E) Approval required.** Work shall not be performed beyond the point indicated in each successive inspection and test without first obtaining the approval of the Code Official. The Code Official, upon notification, shall make the requested inspections and tests and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Code Official. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.
- (F) Preliminary inspection.** Before issuing a permit, the Code Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed. The Code Official shall be notified when the installation is ready for inspection and is authorized to conduct the inspection within a reasonable period of time.
- (G) Identification.** The Code Official shall carry proper identification issued by the governing authority where inspecting structures, premises or facilities in the performance of duties under this code and shall be identified by proper credentials issued by this governing authority.

- (H) Impersonation prohibited.** A person shall not impersonate the Code Official through the use of a uniform, identification card, badge or any other means.
- (I) Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or where the Code Official has reasonable cause to believe that there exists in a structure or upon any premises a condition that is contrary to or in violation of this code, which makes the structure or premises unsafe, dangerous or hazardous, the Code Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied, that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Code Official is authorized to first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Code Official shall have recourse to the remedies provided by law to secure entry.
- (J) Inspection agencies.** The Code Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.
- (K) Inspection requests.** It shall be the duty of the person doing the work authorized by a permit or the owner to notify the Code Official that such work is ready for inspection. It shall be the duty of the person requesting any inspections required by this code to provide access to and means for inspection of such work. Requests for inspections must be made no later than three business days after completion of the electrical/telecommunications installation or one business day after any part of the installation has been energized, whichever occurs first.
- (L) Assistance from other agencies.** The assistance and cooperation of police, building, fire and health department officials and all other officials shall be available as required in the performance of duties.
- (M) Contractors' responsibilities.** It shall be the responsibility of every contractor who enters into contracts for the installation or repair of electrical systems for which a permit is required to comply with adopted state and local rules and regulations concerning licensing.
- (N) Traffic management systems.**
  - (1) The city will perform the electrical inspection and acceptance of traffic management systems within its jurisdiction. A traffic management system includes:
    - (a) Traffic illumination systems;
    - (b) Traffic signal systems;

- (c) Traffic monitoring systems;
  - (d) The electrical service cabinet and all related components and equipment installed on the load side of the service cabinet supplying electrical power to the traffic management system; and
  - (e) Signalization system(s) necessary for the operation of a light rail system. A traffic management system can provide signalization for controlling vehicular traffic, pedestrian traffic, or rolling stock.
- (2) The city recognizes that traffic signal conductors, pole and bracket cables, signal displays, traffic signal controllers/cabinets, and associated components used in traffic management systems are acceptable for the purpose of meeting the requirements of chapter 19.28 RCW provided they conform with the following standards or are listed on the Washington state department of transportation (WSDOT) qualified products list.
- (a) WSDOT/APWA Standard Specifications and Plans;
  - (b) WSDOT Design Manual;
  - (c) International Municipal Signal Association (IMSA);
  - (d) National Electrical Manufacturer's Association (NEMA);
  - (e) Federal Standards 170/Controller Cabinets;
  - (f) Manual for Uniform Road, Bridge, and Municipal Construction;
  - (g) Institute of Transportation Engineers (ITE); or
  - (h) Manual of Uniform Traffic Control Devices (MUTCD).
- (3) Associated induction detection loop or similar circuits will be accepted by the department or city authorized to do electrical inspections without inspection.
- (4) For the licensing requirements of chapter 19.28 RCW, jurisdictions will be considered owners of traffic management systems when doing electrical work for another jurisdiction(s) under a valid interlocal agreement, as permitted by chapter 39.34 RCW. Interlocal agreements for traffic management systems must be filed with the department or city authorized to do electrical inspections prior to work being performed for this provision to apply.
- (5) Jurisdictions, with an established electrical inspection authority, and WSDOT may perform electrical inspection on their rights of way for each other by interlocal agreement. They may not perform electrical

inspection on other rights of way except as allowed in chapter 19.28 or 39.34 RCW.

- (6) Underground installations.
  - (a) In other than open trenching, raceways will be considered "fished" according to the NEC and do not require visual inspection. (b) The department or city authorized to do electrical inspections will conduct inspections in open trenching within its jurisdiction upon request.
- (7) Identification of traffic management system components. Local government jurisdictions or WSDOT may act as the certifying authority for the safety evaluation of all components.
  - (a) An electrical service cabinet must contain only listed components. The electrical service cabinet enclosure is not required to be listed but will conform to the standards in subsection (h) of this section. (b) The local government jurisdiction must identify, as acceptable, the controller cabinet or system component(s) with an identification plate. The identification plate must be located inside the cabinet and may be attached with adhesive.
- (8) Conductors of different circuits in same cable, enclosure, or raceway. All traffic management system circuits will be permitted to occupy the same cable, enclosure, or raceway without regard to voltage characteristics, provided all conductors are insulated for the maximum voltage of any conductor in the cable, enclosure, or raceway.
- (0) Testing.** Electrical work shall be tested as required in this code. Tests shall be performed by the permit holder and observed by the Code Official.
  - (1) Apparatus, material and labor for tests.** Apparatus, material and labor required for testing an electrical system or part thereof shall be furnished by the permit holder.
  - (2) Reinspection and testing.** Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the Code Official for inspection and testing.

**85.21 Service utilities**

- (A) **Connection of service utilities.** No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until approved by the Code Official.
- (B) **Temporary connection.** The Code Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.
- (C) **Authority to disconnect service utilities.** The Code Official shall have the authority to authorize disconnection of utility services or energy sources to the building, structure or system regulated by this code in case of an emergency where it is necessary to eliminate an immediate hazard to life or property. The Code Official shall notify the serving utility and, wherever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing as soon as practical thereafter.
- (D) **Connection after order to disconnect.** A person shall not make utility service or energy source connections to systems regulated by this code, which have been disconnected or ordered to be disconnected by the Code Official, or the use of which has been ordered to be discontinued by the Code Official until the Code Official authorizes the reconnection and use of such systems.

**85.23 Unsafe systems and equipment**

- (A) **Unsafe electrical systems.** An electrical system that is unsafe, constitutes a fire or health hazard, or is otherwise dangerous to human life, as regulated by this code, is hereby declared as an unsafe electrical system. Use of an electrical system regulated by this code constituting a hazard to health, safety or welfare by reason of inadequate maintenance, dilapidation, fire hazard, disaster, damage or abandonment is hereby declared an unsafe use. Such unsafe equipment and appliances are hereby declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition or removal.
- (B) **Authority to condemn electrical systems.** Wherever the Code Official determines that any electrical system, or portion thereof, regulated by this code has become hazardous to life, health or property, the Code Official shall order in writing that such electrical systems either be removed or restored to a safe condition. A time limit for compliance with such order shall be specified in the written notice. A person shall not use or maintain a defective electrical system or

equipment after receiving such notice. Where such electrical system is to be disconnected, written notice as prescribed in this code shall be given. In cases of immediate danger to life or property, such disconnection shall be made immediately without such notice.

- (C) **Dangerous conditions.** Wherever the Code Official shall find in any structure or upon any premises dangerous or hazardous conditions or materials, the Code Official is authorized to order such dangerous conditions or materials to be removed or remedied in accordance with the provisions of this code.
- (D) **Record.** The Code Official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.
- (E) **Notice.** If an unsafe condition is found, the Code Official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe condition to be removed within a stipulated time.
- (F) **Method of service.** Such notice shall be deemed properly served if a copy thereof is: (a) delivered to the owner personally; or (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

**85.25 Violations**

- (A) **Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any system or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

- (B) **Notice of Violation**

Where the Code Official finds any building, premises, vehicle, system or equipment that is in violation of this code, the Code Official is authorized to issue corrective orders.

- (1) **Notice.** Wherever the Code Official determines violations of this code or observes an apparent or actual violation of a provision of this code or other codes or ordinances under the Code Official's

jurisdiction, the Code Official is authorized to prepare a written notice of violation describing the conditions deemed unsafe and, where compliance is not immediate, specifying a time for re-inspection. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

- (2) **Service.** Any order or notice issued pursuant to this code shall be served upon the owner, operator, occupant or other person responsible for the condition or violation, either by personal service, mail or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned locations, a copy of such order or notice shall be posted on the premises in a conspicuous place at or near the entrance to such premises, and the order or notice shall be mailed by certified mail with return receipt requested or a certificate of mailing, to the last known address of the owner, occupant or both.
  - (3) **Compliance with orders and notices.** Orders and notices issued or served as provided by this code shall be complied with by the owner, operator, occupant or other person responsible for the condition or violation to which the order or notice pertains.
  - (4) **Failure to correct violations.** If the notice of violation is not complied with, the Code Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate legal proceedings to restrain, correct or abate such violation or to require removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of any order or direction made pursuant thereto.
  - (5) **Failure to comply.** Failure to comply with an abatement notice or other corrective notice issued by the Code Official shall result in each day that such violation continues being regarded as a new and separate offense.
  - (6) **Unauthorized tampering.** Signs, tags or seals posted or affixed by the Code Official shall not be mutilated, destroyed or tampered with or removed without authorization from the Code Official.
- (C) **Penalties.** Any person who fails to comply with the provisions of this code or who fails to carry out an order made pursuant of this code or violates any condition attached to a permit, approval or certificate shall be subject to the penalties as prescribed by law. The imposition of the penalties herein described shall not prevent the legal officer of the jurisdiction from instituting appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act,

conduct of business or occupancy of a structure on or about any premises.

- (D) Stop work order.** Upon notice from the Code Official that any electrical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume.
- (1) Where an emergency exists, the Code Official shall not be required to give a written notice prior to stopping the work.
  - (2) Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

**85.27 Means of Appeal**

A person shall have the right to appeal a decision of the Code Official. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder, have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed.

Appeals shall be heard by the hearing examiner pursuant to the applicable Chapters of the City's Municipal Code.

**85.29 Additional Electrical Provisions**

- (A) All identified electrical hazards shall be abated. All identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the Code Official responsible for enforcement of this code. Electrical wiring, devices, appliances and other equipment which is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.
- (B) Electrical appliances and fixtures shall be tested and listed in published reports of inspected electrical equipment by an approved agency and installed in accordance with all instructions included as part of such listing.
- (C) The cutting, notching and boring of wood and steel framing members, structural members and engineered wood products shall be in accordance with the International Building Code.
- (D) Penetrations of walls, floors, ceilings and assemblies required to have a fire-resistance rating, shall be protected in accordance with the International Building Code. Where cables, conductors and raceways penetrate fire blocking or draft stopping, such penetrations shall be protected by filling the annular space with an approved fire blocking material.
- (E) Where appliances requiring access are installed in attics or underfloor spaces, a luminaire controlled by a switch located at the required passageway opening to such space and a receptacle outlet shall be provided at or near the appliance location.
- (F) Emergency and standby power systems required by the International Building Code or International Fire Code shall be installed in accordance with the International Building Code, the International Fire Code, NFPA 110, NFPA 111 and this code.
- (G) Smoke control systems required by the International Building Code or International Fire Code shall be supplied with two sources of power. Primary power shall be the normal building power systems. Secondary power shall be from an approved standby source complying with this code. The standby power source and its transfer switches shall be in a separate room from the normal power transformers and switch gear, and shall be enclosed in a room constructed of not less than 1-hour fire-resistance-rated fire barriers, ventilated directly to and from the exterior. Power distribution from the two sources shall be by independent routes. Transfer to full standby power shall be automatic and within 60 seconds of failure of the primary power.
- (H) Elements of the smoke management system relying on volatile memories or the like shall be supplied with uninterruptable power

sources of sufficient duration to span 15-minute primary power interruption. Elements of the smoke management system susceptible to power surges shall be suitably protected by conditioners, suppressors or other approved means.

- (I)** In addition to meeting the requirements of this code, all signal and control wiring for smoke control systems, regardless of voltage, shall be fully enclosed within continuous raceways.
- (J)** Combustible electrical or electronic wiring methods and materials, optical fiber cable, and optical fiber raceway exposed within plenums regulated by Section 602 of the International Mechanical Code shall have a peak optical density not greater than 0.50, an average optical density not greater than 0.15, and a flame spread not greater than 5 feet (1524 mm) when tested in accordance with NFPA 262. Only type OFNP (plenum-rated non-conductive optical fiber cable) shall be installed in plenum-rated optical fiber raceways. Wiring, cable and raceways addressed in this section shall be listed and labeled as plenum rated and shall be installed in accordance with this code.
- (K)** Combustible electrical equipment exposed within plenums regulated by Section 602 of the International Mechanical Code shall have a peak rate of heat release not greater than 100 kilowatts (kW), a peak optical density not greater than 0.50, and an average optical density not greater than 0.15 when tested in accordance with UL 2043. Combustible electrical equipment shall be listed and labeled.
- (L)** Permanently installed equipment and appliances powered by internal combustion engines and turbines shall be installed in accordance with the manufacturer's installation instructions, the International Mechanical Code, International Fuel Gas Code and NFPA 37.
- (M)** Stationary fuel cell power systems having a power output not exceeding 10MW shall be tested in accordance with ANSI CSA America FC1 and shall be installed in accordance with the manufacturer's installation instructions and NFPA 853.
- (N)** The power supply to the electrical control system for boilers shall be from a two-wire branch circuit that has a grounded conductor or from an isolation transformer with a two-wire secondary. Where an isolation transformer is provided, one conductor of the secondary winding shall be grounded. Control voltage shall not exceed 150 volts nominal, line to line. Control and limit devices shall interrupt the ungrounded side of the circuit. A means of manually disconnecting the control circuit shall be provided, and controls shall be arranged so that when de-energized, the burner shall be inoperative. Such disconnecting means shall be capable of being locked in the off position and shall be provided with ready access.

(O) Doors into electrical control panel rooms shall be marked with a plainly visible and legible sign stating ELECTRICAL ROOM or similar approved wording. The disconnecting means for each service, feeder or branch circuit originating on a switchboard or panelboard shall be legibly and durably marked to indicate its purpose unless such purpose is clearly evident.

(P) In new construction, required smoke alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

**Exception:** Smoke alarms are not required to be equipped with battery backup in Group R-1 where they are connected to an emergency electrical system.

(Q) Where more than one smoke alarm is required to be installed within an individual dwelling unit or sleeping unit in Group R-2, R-3 or R-4, or within an individual sleeping unit in Group R-1, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

(R) Existing buildings. This section shall apply to existing buildings and structures that are within the scope of an adopted property maintenance code, abatement of dangerous buildings code, existing building code and/or housing code. Every occupied building shall be provided with an electrical system in compliance with the following requirements:

(1) **Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with this code. Dwelling units shall be served by a threewire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

(2) **Electrical system hazards.** Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected to eliminate the hazard.

- (3) **Installation.** All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
- (4) **Receptacles.** Every habitable space in a dwelling shall be provided with at least two separate and remote receptacle outlets. Every laundry area shall be provided with at least one grounding-type receptacle outlet or a receptacle outlet with ground fault circuit interrupter protection. Every bathroom shall contain at least one receptacle outlet. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.
- (5) **Luminaires.** Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall be provided with at least one electric luminaire.

## Part 3 – NEC Amendments

### **90.7 Examination of Equipment for Safety**

Article 90.7 of the National Electrical Code is amended to read as follows:

**90.7 Examination of Equipment for Safety.** For specific items of equipment and materials referred to in this Code, examinations for safety made under standard conditions, to a recognized United States or harmonized international standard, provide a basis for approval where the record is made generally available through promulgation by organizations properly equipped and qualified for experimental testing, inspections of the run of goods at factories, and service-value determination through field inspections. This avoids the necessity for repetition of examinations by different examiners, frequently with inadequate facilities for such work, and the confusion that would result from conflicting reports on the suitability of devices and materials examined for a given purpose.

It is the intent of this Code that factory-installed internal wiring or the construction of equipment need not be inspected at the time of installation of the equipment, except to detect alterations or damage, if the equipment has been listed by a qualified electrical testing laboratory that is recognized as having the facilities described in the preceding paragraph and that requires suitability for installation in accordance with this Code.

## 100 Definitions

Article 100 of the National Electrical Code is amended and supplemented by the addition of the following definitions to read as follows:

**"Accessible (as applied to wiring methods)"** means capable of being removed or exposed without damaging the building structure or finish or not permanently closed in by the structure or finish of the building including insulation.

**"Accessible, Readily (Readily Accessible)"** means capable of being reached quickly for operation, renewal, or inspections without requiring those to who ready access is requisite to climb over or remove obstacles or to resort to portable ladders, and so forth. In addition, it means that except for keys, no tools or other devices are necessary to gain access (e.g. covers secured with screws, etc.)

**"Adult residential rehabilitation center"** means a residence, place, or facility designed or organized primarily to provide twenty-four-hour residential care, crisis and short-term care or long-term individualized active treatment and rehabilitation for clients diagnosed or evaluated as psychiatrically impaired or chronically mentally ill as defined herein or in chapter 71.24 RCW.

**"Alcoholism treatment facility"** means a private place or establishment, other than a licensed hospital, operated primarily for the treatment of alcoholism.

**"Ambulatory surgical facility"** means a facility, not a part of a hospital, providing surgical treatment to patients not requiring inpatient care in a hospital. This term does not include a facility in the offices of private physicians or dentists, whether for individual or group practice, if the privilege of using such facility is not extended to physicians or dentists outside the individual or group practice.

**"Amusement structure"** means electrical or mechanical devices or combinations of devices operated for revenue and to provide amusement or entertainment to viewers or audiences at carnivals, fairs, or amusement parks. "Amusement structure" also means a bungee jumping device regardless of where located. "Amusement structure" does not include games in which a member of the public must perform an act, nor concessions at which customers may make purchases.

**"Amusement ride"** means any vehicle, boat, bungee jumping device, or other mechanical device moving upon or within a structure, along cables or rails, through the air by centrifugal force or otherwise, or across water, that is used to convey one or more individuals for amusement, entertainment, diversion, or recreation. "Amusement ride" includes, but is not limited to, devices commonly known as sky rides, ferris wheels, carousels, parachute towers, tunnels of love, bungee jumping devices, and roller coasters.

"Amusement ride" does not include:

- (a) Conveyances for persons in recreational winter sports activities such as ski lifts, ski tows, j-bars, t-bars, and similar devices subject to regulation under chapter 70.88 RCW;
- (b) any single-passenger coin-operated ride that is manually, mechanically, or electrically operated and customarily placed in a public location and that does not normally require the supervision or services of an operator;
- (c) non-mechanized playground equipment, including but not limited to, swings, seesaws, stationary spring-mounted animal features, rider-propelled merry-go-rounds, climbers, slides, trampolines, and physical fitness devices; or
- (d) water slides.

**"Approved Agency"** means an established and recognized agency regularly engaged in conducting tests or furnishing inspection services, where the agency has been approved by the Code Official.

**"Basement"** means that portion of a building that is partly or completely below grade plane. A basement shall be considered as a story above grade plane and not a basement where the finished surface of the floor above the basement is:

- (1) More than 6 feet above grade plane.
- (2) More than 6 feet above the finished ground level for more than 50% of the total building perimeter; or
- (3) More than 12 feet above the finished ground level at any point.

**"Birth center" or "childbirth center"** means a type of maternity home which is a house, building, or equivalent organized to provide facilities and staff to support a birth service provided that the birth service is limited to low-risk maternal clients during the intrapartum period.

**"Boarding home"** means any home or other institution, however named, which is advertised, announced, or maintained for the express or implied purpose of providing board and domiciliary care to seven or more aged persons not related by blood or marriage to the operator. It must not include any home, institution, or section thereof which is otherwise licensed and regulated under the provisions of state law providing specifically for the licensing and regulation of such home, institution, or section thereof.

**"Building"** is a structure that stands alone or that is separated from adjoining structures by a minimum two hour rated fire walls, and protected openings complying with the provisions of Section 705 of the International

Building Code. The extent and location of such fire walls shall provide a complete separation.

**"Certified electrical product"** means an electrical product to which a laboratory, accredited by the State of Washington, has the laboratory's certification mark attached.

**"Certification mark"** is a specified laboratory label, symbol, or other identifying mark that indicates the manufacturer produced the product in compliance with appropriate standards or that the product has been tested for specific end uses.

**"City"** means the City that adopts and enforces this code.

**"Code Official"** means the person(s) or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative.

**"CWSTP" (cable, wire and service termination policy)** – reference to telecom)" is the policy of the Federal Communications Commission (FCC) and the Washington utilities and transportation commission (WUTC) prescribed by tariff that governs negotiations between building owners and telecommunications service providers regarding the configuration of POP(s) and demarcation point(s) in multitenant buildings when a MPOE policy is not elected by the telecommunications service provider.

**"Educational facility"** refers to a building or portion of a building used primarily for educational purposes by six or more persons at one time for twelve hours per week or four hours in any one day. Educational facility includes: Schools (preschool through grade twelve), colleges, academies, universities, and trade schools.

**"Egress, Unobstructed"** (as it applies to NEC 110.26(C)(2)(a)) means having a clear egress path that allows a worker to travel to the exit from any other area in the room containing the equipment described in NEC 110.26(C)(2) without having to pass laterally or otherwise through that equipment's required working space.

**"Electrical equipment"** includes electrical conductors, conduit, raceway, apparatus, materials, components, and other electrical equipment not exempted by RCW 19.28.006(9). Any conduit/raceway of a type listed for electrical use is considered to be electrical equipment even if no wiring is installed in the conduit/raceway at the time of the conduit/raceway installation.

**"Electrical products certification laboratory"** is a laboratory or firm accredited by the state of Washington to perform certification of electrical products.

**"Electrical products evaluation laboratory"** is a laboratory or firm accredited by the state of Washington to perform on-site field evaluation of electrical products for safety.

**"Enhanced Services Facility"** is a Facility, or a portion of a facility, that provides treatment and services to persons for whom acute inpatient treatment is not medically necessary and who have been determined by Department of Social and Health Services

**"Family child day care home"** means the same as "family child care home" and "a child day care facility" licensed by the state, located in the family abode of the person or persons under whose direct care and supervision the child is placed, for the care of twelve or fewer children, including children who reside at the home. Electrical plan review is not required.

**"Field evaluated"** means an electrical product to which a field evaluation mark is attached. Field evaluation shall include job site inspection unless waived by the department, and may include component sampling and/or laboratory testing.

**"Field evaluation mark"** is a specified laboratory label, symbol, or other identifying mark indicating the manufacturer produced the product in essential compliance with appropriate standards or that the product has been evaluated for specific end uses.

**"Fished wiring"** is when cable or conduit is installed within the finished surfaces of an existing building or building structure (e.g., wall, floor or ceiling cavity).

**"Group care facility"** means a facility other than a foster-family home maintained or operated for the care of a group of children on a twenty-four hour basis.

**"Health or personal care facility"** - Health or personal care facility refers to buildings or parts of buildings that contain, but are not limited to, facilities that are required to be licensed by the department of social and health services or the department of health (e.g., hospitals, nursing homes, private alcoholism hospitals, private psychiatric hospitals, boarding homes, alcoholism treatment facilities, maternity homes, birth centers or childbirth centers, residential treatment facilities for psychiatrically impaired children and youths, and renal hemodialysis clinics) and medical, dental, or chiropractic offices or clinics, outpatient or ambulatory surgical clinics, and such other health care occupancies where patients who may be unable to provide for their own needs and safety without the assistance of another person are treated.

**"High-Rise Building"** is a building having occupied floors located more than 75 feet above the lowest level of fire department vehicle access. Exception: The following buildings and structures as defined in the International Building Code shall not be considered as a high-rise building:

- (1) Airport traffic control towers in accordance with IBC Section 412.
- (2) Open parking garages in accordance with IBC Section 406.3.
- (3) Buildings with an occupancy in Group A-5 in accordance with IBC Section 303.1
- (4) Low-Hazard special industrial occupancies in accordance with IBC Section 503.1.2.
- (5) Buildings with an occupancy in Group H-1, H-2 or H-3 in accordance with IBC Section 415.

**"Hospital"** means any institution, place, building, or agency providing accommodations, facilities, and services over a continuous period of twenty-four hours or more, for observation, diagnosis, or care of two or more individuals not related to the operator who are suffering from illness, injury, deformity, abnormality, or from any other condition for which obstetrical, medical, or surgical services would be appropriate for care or diagnosis.

**"Hospice care center"** means any building, facility, place, or equivalent, organized, maintained, or operated specifically to provide beds, accommodations, facilities, or services over a continuous period of twenty-four hours or more for palliative care of two or more individuals, not related to the operator, who are diagnosed as being in the latter stages of an advanced disease which is expected to lead to death.

**"IBC"** means the International Building Code.

**"Identification plate"** is a phenolic or metallic plate or other similar material engraved in block letters at least 1/4 inch high unless specifically required to be larger by this chapter, suitable for the environment and application. The letters and the background shall be in contrasting colors. Screws, rivets, permanent adhesive, or methods specifically described in this chapter shall be used to affix an identification plate to the equipment or enclosure.

**"Industrial control panel"** means a factory or user wired assembly of industrial control equipment such as motor controllers, switches, relays, power supplies, computers, cathode ray tubes, transducers, and auxiliary devices used in the manufacturing process to control industrial utilization equipment. The panel may include disconnecting means and motor branch circuit protective devices. Industrial control panels include only those used in a manufacturing process in a food processing or industrial plant.

**"Installation"** includes the act of installing, connecting, repairing, modifying, or otherwise performing work on an electrical system, component, equipment, or wire except as exempted by WAC 296-46B-925.

**"Institutional facility"** refers to a building or portion of a building used primarily for detention and correctional occupancies where some degree of restraint or security is required for a time period of twenty-four or more hours. Such occupancies include, but are not restricted to: Penal institutions, reformatories, jails, detention centers, correctional centers, and residential-restrained care.

**"Labeled"** means an electrical product that bears a certification mark issued by a laboratory accredited by the state of Washington.

**"Laboratory"** may be either an electrical product(s) certification laboratory or an electrical product(s) evaluation laboratory.

**"Like-in-kind"** means having similar characteristics such as voltage requirement, current draw, circuit overcurrent and short circuit characteristics, and function within the system. Like-in-kind also includes any equipment component authorized by the manufacturer as a suitable component replacement part.

**"Listed"** means equipment has been listed and identified by a laboratory approved by the State of Washington for the appropriate equipment standard per this chapter.

**"Low voltage"** means:

- (1) NEC, Class 1 power limited circuits at 30 volts maximum.
- (2) NEC, Class 2 circuits powered by a Class 2 power supply as defined in NEC 725.121(A).
- (3) NEC, Class 3 circuits powered by a Class 3 power supply as defined in NEC 725.121(A).
- (4) Circuits of Telecommunications systems as defined in chapter 19.28 RCW.

**"Maternity home"** means any home, place, hospital, or institution in which facilities are maintained for the care of four or more women, not related by blood or marriage to the operator, during pregnancy or during or within ten days after delivery: provided, however, that this definition will not apply to any hospital approved by the American College of Surgeons, American Osteopathic Association or its successor.

**"Medical, dental, and chiropractic clinic"** means any clinic or physicians' office where patients are not regularly kept as bed patients for twenty-four hours or more.

**"Mezzanine"** is the intermediate level or levels between the floor and ceiling of any story with an aggregate floor area of not more than one-third of the area of the room or space in which the level or levels are located.

Also see "basement" and "story."

**"MPOE (minimum point of entry – telecom reference)"** is a building wiring policy of the FCC and WUTC for multitenant environment locations that can be elected by telecommunications service providers. It prescribes that the telecommunications service provider will provide a single POP for access to its network and is located either at the closest practicable point to where a telecommunications service provider's facilities (fiber, coax, or copper) cross a property line or at the closest practicable point to where the wiring enters a multiunit building or buildings. All demarcations provided for customers and end-users by the provider will be placed within twelve inches of that POP.

**"NEC"** means National Electrical Code. Copies of the NEC are available from the National Fire Protection Association.

**"NRTL"** means Nationally Recognized Testing Laboratory accredited by the federal Occupational Safety and Health Administration (OSHA) after meeting the requirements of 29 CFR 1910.7.

**"Nursing home," "nursing home unit" or "long-term care unit"** means a group of beds for the accommodation of patients who, because of chronic illness or physical infirmities, require skilled nursing care and related medical services but are not acutely ill and not in need of the highly technical or specialized services ordinarily a part of hospital care.

**"Occupancy"** means the purpose for which a building, or part thereof, is utilized or occupied as defined by the International Building Code.

**"Point of contact"** for utility work, means the point at which a customer's electrical system connects to the serving utility system.

**"POP" (point-of-presence – telecom reference)**, also called a "POT (point-of-termination)," is a designated point at or near a customer premise at which a telecommunications service provider's facilities for the provision of access service ends. This can be a fiber, coax, or copper connection point. Depending on the telecommunications service provider's CWSTP with the individual building owner, demarcations may be established at the POP or at other designated locations. When the customer of a telecommunications service provider is another carrier, the demarcation will be at the closest POP to the end-user. A telecommunications service provider may have multiple POPs within a multiple tenant environment.

**"Private alcoholism hospital"** means an institution, facility, building, or equivalent designed, organized, maintained, or operated to provide diagnosis, treatment, and care of individuals demonstrating signs or

symptoms of alcoholism, including the complications of associated substance use and other medical diseases that can be appropriately treated and cared for in the facility and providing accommodations, medical services, or other necessary services over a continuous period of twenty-four hours or more for two or more individuals unrelated to the operator, provided that this chapter will not apply to any facility, agency, or other entity which is owned and operated by a public or governmental body.

**"Private psychiatric hospital"** means a privately owned and operated establishment or institution which: provides accommodations and services over a continuous period of twenty-four hours or more, and is expressly and exclusively for observing, diagnosing, or caring for two or more individuals with signs or symptoms of mental illness who are not related to the licensee.

**"Renal hemodialysis clinic"** means a facility in a building or part of a building which is approved to furnish the full spectrum of diagnostic, therapeutic, or rehabilitative services required for the care of renal dialysis patients (including inpatient dialysis furnished directly or under arrangement). (NEC; Ambulatory Health Care Center)

**"Residential treatment facility"** means a facility licensed and operated twenty-four hours per day to provide health care to persons receiving services for a mental disorder or substance abuse.

**"Residential treatment facility for psychiatrically impaired children and youth"** means a residence, place, or facility designed or organized to provide twenty-four-hour residential care or long-term individualized, active treatment for clients who have been diagnosed or evaluated as psychiatrically impaired.

**"Stand-alone amplified sound or public address system"** is a system that has distinct wiring and equipment for audio signal generation, recording, processing, amplification, and reproduction. This definition does not apply to telecommunications installations.

**"Story"** is that portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. Next above means vertically and not necessarily directly above. Also see "basement" and "mezzanine."

**"Structure"** for the purposes of this chapter and in addition to the definition in the NEC, means something constructed either in the field or factory that is used or intended for supporting or sheltering any use or occupancy as defined by the IBC.

**"Telecommunications installations"** is as described in RCW 19.28.400 for both regulated carriers and unregulated local service providers.

**"Telecommunications local service provider"** is a regulated or unregulated (e.g., by the Federal Communications Commission or the utilities

and transportation commission as a telephone or telecommunications provider) firm providing telecommunications service ahead of the telecommunications network demarcation point to an end user's facilities.

**"Telecommunications network demarcation point"** as defined in RCW 19.28.400 means the point or interconnection between the service provider's communications cabling, terminal equipment, and protective apparatus and the customer's premises telecommunications cabling system. The location of this point for regulated carriers is determined by federal and state regulations and is applicable for both regulated carriers and unregulated local service providers... The carrier should be contacted to determine the location policies in effect in the area.

**"Utility"** means electrical utility.

**"Utility system"** means electrical equipment owned by or under the control of a serving utility that is used for the transmission or distribution of electricity from the source of supply to the point of contact and is further defined as installations under the exclusive control of electric utilities for the purpose of communication, transmission, and distribution of electric energy located in buildings used exclusively by utilities for such purposes or located outdoors on property owned or leased by the utilities or on public highways, streets, roads, etc., or outdoors by established rights on private property.

It is the intent that this chapter covers all premises' wiring or wiring other than utility owned metering equipment, on the load side of the service point of buildings, structures, or any other premises not owned or leased by the utility. Also, it is the intent that this chapter covers installations in buildings used by the utility for purposes other than listed in the previous paragraph, such as offices buildings, warehouses, garages, machine shops, and recreational buildings which are not an integral part of a generating plant, substation, or control center.

**"Utilization voltage"** means the voltage level employed by the utility's customer for connection to lighting fixtures, motors, heaters, or other electrically operated equipment other than power transformers.

**110.2 Approval**

Article 110.2 of the National Electrical Code is amended and supplemented by the addition of the following text to the end of Article 110.2:

All materials, devices, appliances, and equipment, not exempted in state law chapter 19.28. RCW, must conform to applicable standards recognized by the authority having jurisdiction, be listed, or field evaluated by an accredited electrical products testing laboratory. Equipment must not be energized until such standards are met, unless specific permission has been granted by the authority having jurisdiction.

**110.3 Examination, Identification, Installation, Use and Listing (Product Certification) of Equipment**

Article 110.3 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 110.3(D), to read as follows:

- (D) Industrial control panels and utilization equipment.** Control panels and utilization equipment installed in industrial plants will be determined to meet the minimum electrical safety standards for installations by one of the following methods:
  - a. Listing and Labeling by an accredited electrical products testing laboratory.
  - b. Field evaluation by an accredited electrical productstesting laboratory;
    - i. If the equipment usage is changed to other than industrial utilization equipment or electrical modifications are made to the equipment, the equipment must be successfully listed or field evaluated by an accredited electrical products testing laboratory.
    - i. The equipment must be permanently installed at theowner’s facility and inspected per the requirements of this Chapter.

Use of industrial control panel(s) or equipment before its evaluation or final inspection, must be authorized by the Code Official or designated representative prior to its being energized.

Article 110.3 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 110.3(E) to read as follows:

- (E)** Listed electrical conduit can only be installed and used in accordance with its listing (i.e., as an electrical raceway for electrical conductors). If used as a sleeve for electrical conductors or other listed electrical conduits, the installation of a listed electrical conduit will be assumed to be for use as an electrical raceway and must be installed as allowed by chapter 19.28 RCW and this chapter (e.g., owner exemption, electrical contractor, etc.).

### **110.11 Deteriorating Agents**

Article 110.11 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 110.11(A), to read as follows:

- (A) Electrical Equipment submerged or exposed to water.** Electrical equipment and wiring that has been submerged or exposed to water must comply with the following:
- (1) All wire or cable listed for dry locations, molded-case breakers, fuses, electronic/solid state controllers, receptacles, lighting switches/dimmers, electric heaters, and any sealed device/equipment (e.g. relays, contactors, and similar equipment listed in NEMA 2006 publication titled "Evaluating Water Damaged Equipment") must be replaced.
  - (2) All other electrical equipment (e.g. wiring, breaker panelboards, disconnect enclosed switches, switchgear, motor control centers, boiler controls, HVAC/R equipment, electric motors, transformers, appliances, water heaters, and similar equipment listed in NEMA 2006 publication titled "Evaluating Water Damaged Equipment") may after consultation with and approval of the manufacturer, be reconditioned by properly trained personnel. The potential to recondition the equipment may vary with the nature of the electrical function, the degree of flooding, the age of the equipment, and the length of time the equipment was exposed to water.
  - (3) Before any electrical equipment is reconditioned and placed back into service, documentation shall be provided to the Code Official that the original manufacturer has reviewed and approved the reconditioning method, and that any recommended tests have been performed.

**110.12 Mechanical Execution of Work**

Article 110.12 of the National Electrical Code is amended and supplemented by the addition of new subsections to be known as 110.12(D), and 110.12(E), to read as follows:

**(D) Abandoned Conductors and Cables.** Electrical conductors or cables shall not be abandoned in place. Unused electrical conductors, or cables, regardless of voltage, and communication cables not in use shall be removed from the building or structure back to the originating panel board unless otherwise authorized by the authority having jurisdiction.

**(E) Old, Used or Damaged Material and Equipment.** Old, used or damaged electrical equipment, conductors or materials shall not be reinstalled or used in any new work without prior approval of the authority having jurisdiction.

**110.16 Arc-Flash Hazard Warning**

Article 110.16 of the National Electrical Code is amended and supplemented by the addition of the following text to the end of the first paragraph, to read as follows:

The flash protection marking shall be an identification plate or label meeting ANSI Standards Z535.4-1998 or be of a type approved by the Code Official or designated representative. The plate or label may be installed at the factory or in the field. The plate or label may be mounted using adhesive. The plate or label shall include all of the following:

- (1) The date of the flash hazard analysis.
- (2) The flash hazard category.
- (3) The incident energy level in cal/cm<sup>2</sup> at 18 inches from the flash hazard.
- (4) The flash hazard boundary.
- (5) The personal protective equipment that people within the Flash Hazard Boundary shall use.

The arc flash hazard shall be updated when a major modification, renovation or changes in the electrical distribution system that could affect the results of the arc flash hazard analysis takes place.

The arc flash hazard analysis shall take into consideration the design of the overcurrent protective device and its opening time, including its condition of maintenance.

**Exception:** An arc flash analysis shall not be required where all of the following exists:

- (1) The circuit supplying the electrical equipment is single phase 240 volts or less.

- (2) The electrical equipment is fed from only one transformer.
- (3) The transformer feeding the electrical equipment is rated less than 125 kVA.

### **110.22 Identification of Disconnecting Means**

Article 110.22 of the National Electrical Code is further amended and supplemented by the addition of two new subsections to be known as subsection (D) and (E) to read as follows:

- (D) The markings referenced in this section must be in the form of an identification plate or label in letters at least (1/2") high.
- (E) Emergency disconnects and rapid shutdown initiating devices required by 230.85, 445.18(D), 480.7(B), and 690.12, shall be installed in close proximity to each other unless it is impracticable to do so, in which case a permanent identification plate which is red in color with white lettering shall be placed at each disconnect or initiating device location that identifies all other such locations on the building.

### **110.30 General**

Article 110.30 of the National Electrical Code is amended and supplemented by the addition of new text following the original text to read as follows:

Each cable operating at over 1000 volts and installed on customer-owned systems must be legibly marked in a permanent manner at each termination point and at each point the cable is accessible. The required marking must use phase designation, operating voltage, and circuit number if applicable.

### **210.8 Ground Fault Circuit-Interrupter Protection for Personnel**

Article 210.8(A) of the National Electrical Code is amended and supplemented by the addition of the following text to read as follows:

Exception: In a garage or unfinished basement, a red receptacle, with a red cover plate, supplying a fire alarm system is not required to have ground-fault circuit-interrupter protection. The receptacle must be identified for use only with the fire alarm system by an identification plate or cover with letters at least ¼ inch high.

Article 210.8(B) of the National Electrical Code is amended and supplemented by the addition of the following text to read as follows:

Exception: GFCI protection for personnel will not be required for:

- (a) Three-phase receptacles unless specifically required elsewhere in the NEC; or
- (b) Receptacles other than 125-volt, single phase, 15- or 20 ampere used for recreational vehicle supply equipment or for attachment of a mobile home supply cord.

Article 210.8(B)(2) of the National Electrical Code is amended and supplemented by the addition of the following text following the first paragraph to read as follows:

For the purposes of NEC 210.8(B)(2), kitchen means any area where utensils, dishes, etc., are cleaned or where food or beverages are prepared or cooked.

### **210.11 Branch Circuits Required**

Article 210.11 of the National Electrical Code is amended and supplemented by the addition of a two new subsections to be known as subsection 210.11(C)(5) & (6), to read as follows:

**(5)Unfinished spaces.** In addition to the number of branch circuits required by other parts of this section, an additional raceway system or one dedicated 15 ampere minimum, 120 volt branch circuit shall be provided for unfinished spaces areas adaptable to future dwelling unit living areas that are not readily accessible to the service or branch circuit panelboard. One circuit or raceway is required for each 480 square feet or less of unfinished space area. If the total adjacent unfinished space area is less than 480 square feet the circuit can be an extension of an existing circuit. The circuits must terminate in a suitable box(es). The box must contain an identification of the intended purpose of the circuit(s). The branch circuit panelboard must have adequate space and capacity for the intended load(s)..

Article 210.70 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 210.70(C)(1) as follows:

210.70 Lighting Outlets Required

(C) All Occupancies

(1) Stairways and Landings. At least one lighting outlet shall be installed to illuminate all exterior stairways and landings.

**215.10 Ground-Fault Protection of Equipment**

Article 215.10 of the National Electrical Code is amended and supplemented by the addition of a new paragraph following the first paragraph of Article 215.10 to read as follows:

Equipment ground fault protection systems shall be performance tested prior to being placed into service to verify proper installation and operation of the system as determined by the manufacturer's published instructions. This test or a subsequent test shall include all system feeders. A firm having qualified personnel and proper equipment must perform the tests required. A copy of the manufacturer's performance testing instructions and a written performance acceptance test record signed by the person performing the test must be provided for the inspector's records at the time of inspection. The performance acceptance test record shall include test details including, but not limited to all trip settings and measurements taken during the test. The equipment being tested shall be labeled identifying the date of the test, the firm performing the test, and all settings for the equipment tested.

**220.12 Lighting Loads for Specified occupancies**

Article 220.12 of National Electrical Code is amended and supplemented by the addition of an exception to read as follows:

**Exception:** In determining feeder and service entrance conductor sizes and equipment ratings, the currently adopted Washington State Energy Code unit lighting power allowance table and footnotes may be used in lieu of NEC 220.12. The requirements of NEC 220.12(B), items 1, 2, and 3 do not apply.

**220.87 Optional Calculations for Determining Existing Loads**

Article 220.87 of National Electrical Code is amended and supplemented by the addition of the following text to the end of Subsection (1), Exception, to read as follows:

In addition to the 30-day demand data, the following information must be provided:

- (1) The date of the measurements.
- (2) A statement attesting to the validity of the demand data, signed by

- a registered professional engineer or the electrical administrator of the electrical contractor performing the measurements.
- (3) A diagram of the electrical system identifying the point(s) of the measurements.

**225.19 Clearances from Buildings for Conductors of Not over 1000 Volts, Nominal**

Article 225.19 of the National Electrical Code is amended and supplemented by the addition of a new exception following the Exception No. 4: of Article 225.19(A) to read as follows:

Exception No. 5: Where the voltage between conductors does not exceed 300 and the roof area is guarded or isolated, a reduction in clearance to 3 feet shall be permitted.

**225.32 Location**

Article 225.32 of the National Electrical Code is amended and supplemented by the addition of a new paragraph following the first paragraph of Article 225.32 to read as follows:

Feeder disconnects, panelboards, subpanels, and similar electrical equipment must be installed so that they are readily accessible and may not be installed in bathrooms, clothes closets, or shower rooms. All indoor feeder disconnects, panelboards and subpanels and similar electrical equipment must have adequate working space and be adequately illuminated.

Article 225.32 of the National Electrical Code is further amended and supplemented by the addition of new subsections to be known as Subsection 225.32(1) and 225.32(2), to read as follows:

- (1) **Outside locations:** A feeder disconnecting means required by NEC 700, 701 or 702 for a generator, is considered on the building if installed on the outside of the building or structure or within sight and within fifteen feet of the building or structure. All other feeder disconnecting means installed outside of a building or structure must be on the building or structure supplied. The building disconnecting means may supply only 1 building or structure unless the secondary building(s) or structure(s) has a separate building disconnecting means meeting the requirements of this subsection. The disconnecting means must have an identification plate with at least 1/2 inch high letters identifying:
- a. The building or structure served; and
  - b. Its function as the building or structure main disconnect(s).

- (2) **Inside location:** Where the feeder disconnecting means is

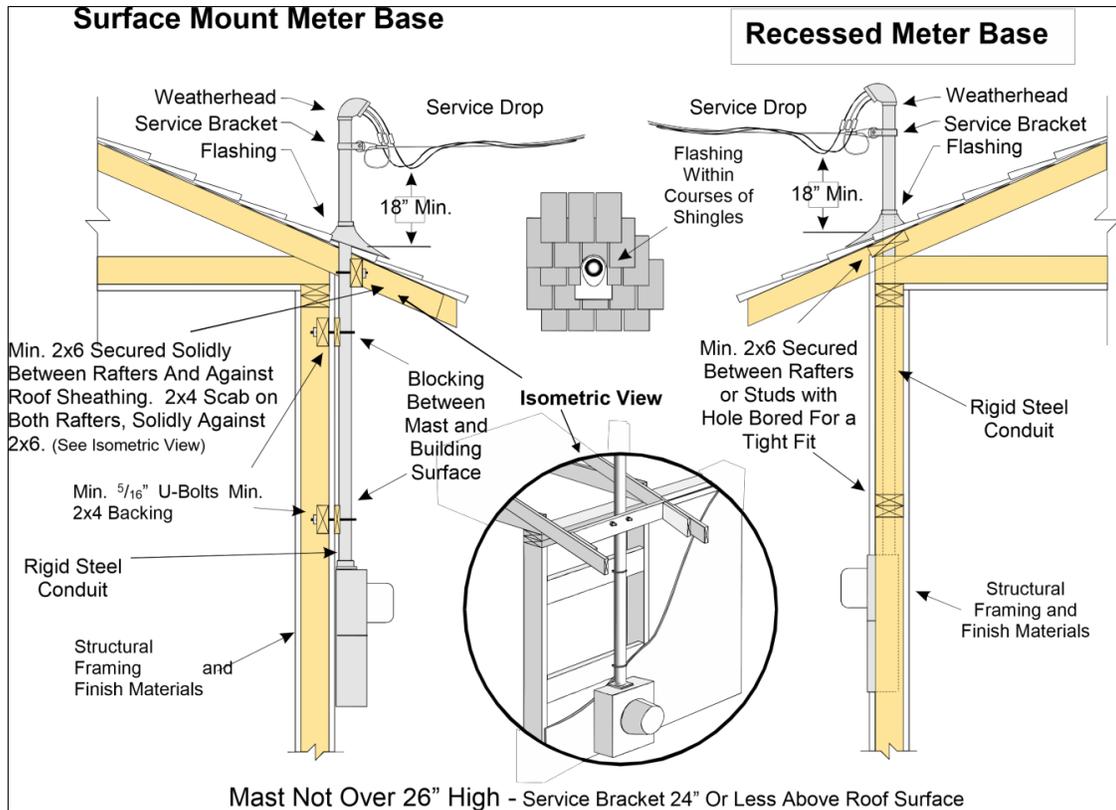
installed inside the building or structure, it must be located so that the feeder raceway or cable extends no more than 15 feet inside the building or structure.

**230.28 Service Mast as Support**

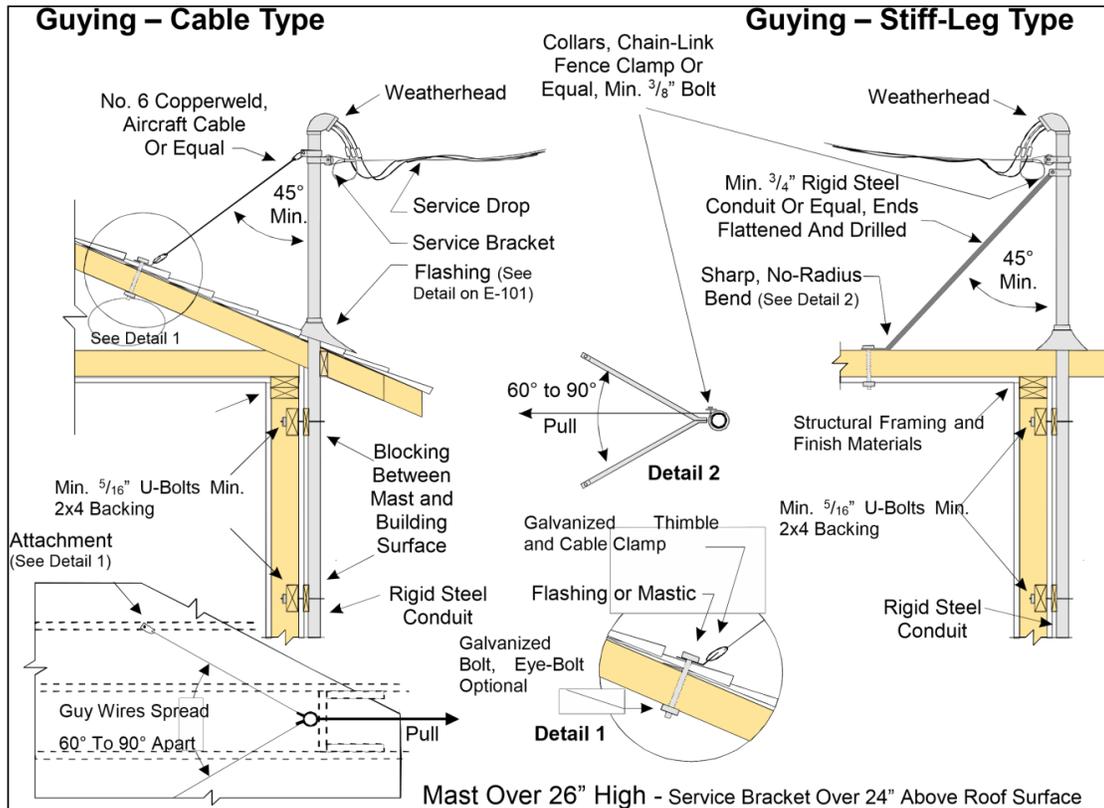
Article 230.28 of the National Electrical Code is amended and supplemented by the addition of new text and drawings to the end of the first paragraph to read as follows:

Where a raceway-type service mast is used as support for service-drop conductors, the following conditions must be met:

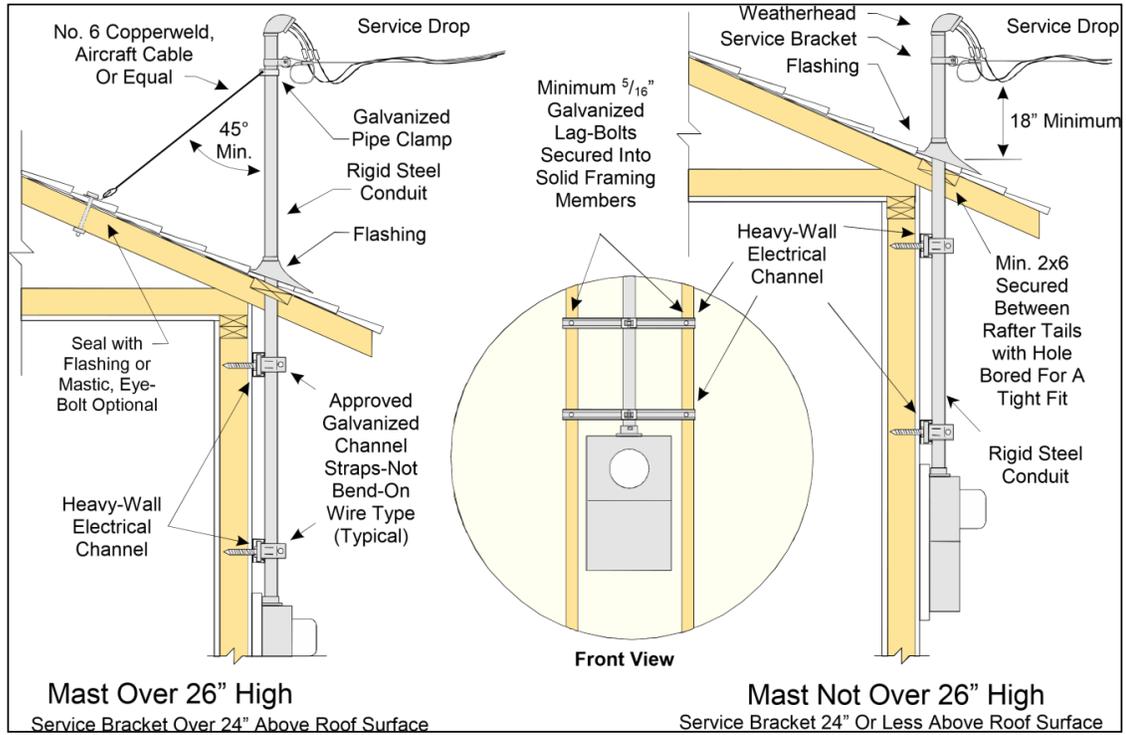
1. Raceway type service mast shall be a minimum of 2-inch rigid metal conduit.
2. An approved roof flashing shall be installed on each mast where it passes through a roof. Plastic, non-hardening mastic shall be placed between lead-type flashings and the conduit. Approved neoprene type roof flashings may be permitted.
3. Masts shall be braced, secured, and supported in such a manner that no pressure from the attached conductors will be exerted on a roof flashing, meter base, or other enclosures.
4. Utilization of couplings for a mast shall not be permitted above the point the mast is braced, secured, or supported. There must be a minimum of two means of support above any couplings used. A properly installed cable or stiff leg type support qualifies as one of the two required means of support.
5. Except as otherwise required by the serving utility, service mast support guys shall be installed if the service drop attaches to the mast more than 24 inches above the roof line or if the service drop is greater than 100 feet in length from the pole or support. Masts for support of other than service drops shall comply with this requirement as well.
6. Intermediate support masts shall be installed in an approved manner with methods identical or equal to those required for service masts.
7. For altered services, where it is impractical to install U bolt mast supports due to interior walls remaining closed, it may be permissible to use other alternate mast support methods such as heavy gauge, galvanized, electrical channel



**SERVICE MAST INSTALLATION DETAILS – DRAWING E-101**



**SERVICE MAST INSTALLATION DETAILS – DRAWING E-102**



**230.43 Wiring Methods for 1000 Volts, Nominal, or Less**

Article 230.43 of the National Electrical Code is amended to read as follows:

**230.43 Wiring Methods for 1000 Volts, Nominal, or Less.**

Service entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring method used and shall be limited to the following methods:

- (1) Rigid metal conduit
- (2) Intermediate metal conduit
- (3) Wireways
- (4) Panelboards
- (5) Busways
- (6) Auxiliary gutters
- (7) Minimum schedule 40 Rigid polyvinyl chloride (PVC) conduit
- (8) Cablebus
- (9) Mineral-insulated, metal-sheathed cable (type MI).

**Exception:** With the approval of the authority having jurisdiction existing electrical metallic tubing used for service entrance conductors may be permitted to remain, provided it meets all of the following conditions:

- (1) It was installed prior to October 1984
- (2) It is properly grounded
- (3) The conduit is installed in a non-accessible location
- (4) It is the proper size for the installed conductors

**230.70 Service Equipment - Disconnecting Means - General**

Subsection 230.70(A)(1) of the National Electrical Code is amended and supplemented by the addition of new Subsections (a) and (b) to read as follows:

- (a) Outside Location. The service disconnect means shall be installed on the building or structure it serves. The service disconnection means shall be labeled with a plate with ½ inch letters providing the following information:
  - (1) The building or structure served; and
  - (2) Its function as the building or structure main service disconnect(s).
- (b) Inside Location. Where the service disconnect is installed inside the building or structure, it shall be located so that the service raceway extends no more than 15 feet inside the building or structure served. Service disconnecting means, panel boards, subpanels and similar electrical equipment shall be adequately illuminated.

Subsection 230.70(A)(3) of the National Electrical Code is amended to read as follows:

**(3) Bathrooms, clothes closets, toilet rooms and shower rooms.** Service disconnection means, panel boards, subpanels and similar electrical equipment shall not be installed in bathrooms, clothes closets, toilet rooms or shower rooms.

**230.90 Service Equipment - Overcurrent Protection**

Exception No. 3 to Article 230.90(A) of the National Electrical Code is amended to read as follows:

Exception No. 3: Two to six circuit breakers or sets of fuses shall be permitted as the overcurrent device to provide the overload protection. The sum of the ratings of the circuit breakers or fuses shall be permitted to exceed the ampacity of the service conductors, provided the calculated load does not exceed the ampacity of the service conductors. Where the service conductors have a lesser ampacity than the overcurrent protection or the equipment rating that they terminate in or on, an identification plate with ½ inch letters, showing the ampacity of the conductors must be installed on the service equipment and stating: "Allowable ampacity of the service conductors is: \_\_\_\_\_Amps".

**230.95 Ground Fault Protection of Equipment**

Article 230.95 of the National Electrical Code is amended and supplemented by the addition of a new paragraph following the first paragraph to read as follows:

Equipment ground fault protection systems shall be performance tested prior to being placed into service to verify proper installation and operation of the system as determined by the manufacturer's published instructions. This test or a subsequent test shall include all system feeders. A firm having qualified personnel and proper equipment must perform the tests required. A copy of the manufacturer's performance testing instructions and a written performance acceptance test record signed by the person performing the test must be provided for the inspector's records at the time of inspection. The performance acceptance test record shall include test details including, but not limited to all trip settings and measurements taken during the test. The equipment being tested shall be labeled identifying the date of the test, the firm performing the test, and all settings for the equipment tested.

**230.202 Services Exceeding 1000 Volts Service-Entrance Conductors**

Subsection 230.202(B) of the National Electrical Code is amended and supplemented by the addition of new text to the end of the Subsection to read as follows:

Wiring methods for service conductors exceeding 1000 volts, nominal, within a building or structure are limited to the following methods:

- (1) Rigid metal conduit
- (2) Intermediate metal conduit
- (3) Busways
- (4) Minimum schedule 80 Rigid polyvinyl chloride (PVC) conduit
- (5) Cablebus; metal-clad cable that is exposed for its entire length

**240.24 Overcurrent Protection - Location in or on Premises**

Article 240.24 (C) of the National Electrical code is amended and supplemented by the addition of a paragraph and conditions following the original paragraph to read as follows:

- (1) Where the NEC or manufacturer’s instructions do not specify minimum height requirements for equipment enclosures, enclosures containing an overcurrent device(s) shall be installed so that the bottom of the enclosure containing the overcurrent device(s) is not less than 24 inches above finished grade unless:
  - (a) The equipment enclosure or listed equipment on which the enclosure is mounted is approved for pad-, floor-, ground-, dock-, or pier-mounting; or
  - (b) The equipment enclosure is located over:
    - (i) Concrete or asphalt paving that extends 3 or more feet horizontally from the surface of the enclosure; or
    - (ii) Roofs

Article 240.24 (F) of the National Electrical Code is amended and supplemented by the addition of an exception to Article 240.24 (F) to read as follows:

**Exception:** If the overcurrent device is a part of a panelboard that is being repaired or replaced in an existing location, the installation is allowed to be made above the stairs.

**250.28 Main Bonding Jumper and System Bonding Jumper**

Article 250.28 (D)(3) of the National Electrical Code is amended to read as follows:

**(3) Separately Derived System with More than One Enclosure.**

Where a separately derived system supplies more than a single enclosure, the system bonding jumper for each enclosure shall be sized in accordance with 250.28 (D) (1) based on the largest ungrounded feeder/tap conductor serving that enclosure, or a single system bonding jumper shall be installed at the source and sized in accordance with 250.28 (D) (1) based on the equivalent size of the largest supply conductor determined by the largest sum of the areas of the corresponding conductors of each set.

**250.50 Grounding electrode system**

Article 250.50 of the National Electrical Code is amended and supplemented by the addition of a new Subsection (1) to read as follows:

- (1)** At each new building or structure served, a concrete-encased grounding electrode complying with NEC 250.52(A)(3) shall be installed. All electrodes shall be inspected prior to covering, concealing or the placing of concrete.

**Exception:** New buildings or structures, job site construction trailers, mobile/manufactured homes where not installed on a permanent concrete foundation.

**250.53 Grounding Electrode System Installation**

Article 250.53 of the National Electrical Code is amended and supplemented by the addition of new text following the first Exception of Article 250.53(A)(2) to read as follows:

**Exception:** A temporary construction service is not required to have more than one rod or pipe electrode.

**250.64(B) Grounding Electrode Conductor Installation**

Article 250.64(B) of the National Electrical Code is amended and supplemented by the addition of new text to following 250.64(B)(4) to read as follows:

- (5) Grounding electrode conductors will be considered not exposed to physical damage when the conductor(s) are:
  - (a) Buried more than 12 inches deep in the earth outside the building’s footprint;
  - (b) Encased or covered by 2 inches of concrete or asphalt;
  - (c) Located inside the building footprint and protected by

the building's structural elements or when inside and determined, by the inspector, to not be subject to physical damage; or

- (d) Enclosed by a metal or nonmetallic raceway or enclosure. The raceway or enclosure must be approved to protect from severe physical damage if it is not protected by appropriate physical barriers from contact with vehicles, lawn mowers, and other equipment that might damage the conductor or enclosure.

**250.104(A) Bonding of Piping Systems and Exposed Structural Steel**

Article 250.104(A)(1) of the National Electrical Code is amended and supplemented by the addition of new Subsections (5) and (6) to read as follows:

**(5) Bonding hot and cold plumbing pipes.** The hot and cold plumbing pipes shall be bonded together. Hot and cold metallic plumbing lines are considered to be bonded together if, at the time of inspection, the inspector can determine that the lines are mechanically and electrically joined by one or more mixing valves.

**(6) Metallic stubs or valves.** Metallic stubs or valves used in nonmetallic plumbing systems are not required to be bonded to the electrical system unless required by the equipment manufacturer's instructions.

**250.104(B) Other Metal Piping**

Article 250.104 of the National Electrical Code is amended and supplemented by the addition of new Subsection (6) and to read as follows:

- (4) The bonding conductor or jumper for gas piping systems must be a minimum 6 AWG copper and terminate at an accessible location on the load side of the gas meter on either a solid iron gas pipe or a cast flexible gas piping fitting using a listed grounding connector.

**250.184(A) Solidly Grounded Neutral Systems**

Article 250.184(A) of the National Electrical Code is amended and supplemented by the addition of new Subsections (3) and (4) to read as follows:

**(3) Existing installations.**

- (a) The use of a concentric shield will be allowed for use as a neutral conductor for extension, replacement, or repair, if all of the following are complied with:
  - (1) The existing system uses the concentric shield as a neutral conductor;
  - (2) Each individual conductor contains a separate concentric shield sized to no less than 33 1/2% of the ampacity of the phase conductor for 3-phase systems or 100% of the ampacity of the phase conductor for single-phase systems;
  - (3) The new or replacement cable's concentric shield is enclosed inside an outer insulating jacket; and
  - (4) Existing cable (i.e. existing cable installed directly in the circuit between the work and the circuit's overcurrent device) successfully passes the following tests:
    - (i) A cable maintenance high potential dielectric test. The test must be performed in accordance with the cable manufacturer's instruction or the 2019 ANSI/NETA maintenance test specifications.
    - (ii) A resistance test of the cable shield. Resistance must be based on the type, size, and length of the conductor used as the cable shield using the conductor properties described in NEC Table 8 Conductor Properties.
    - (iii) A registered professional engineer must provide a specific certification to the authority having jurisdiction or designated representative in writing that the test results of the maintenance high

potential dielectric test and the resistance test have been reviewed by the electrical engineer and that the cable shield is appropriate for the installation. The registered engineer must stamp the certification document with the engineer's stamp and signature. The document may be in the form of a letter or electrical plans. Testing results are valid for a period of seven years from the date of testing. Cable will not be required to be tested at a shorter interval.

- (a) A concentric shield used as a neutral conductor in a multi-grounded system fulfills the requirements of an equipment grounding conductor.
- (b) Where a separate conductor is used as the neutral for an extension, replacement, or repair, the conductor must pass a resistance test. Resistance must be based on the type, size, and length of the conductor used as the cable shield using the conductor properties described in NEC Table 8 Conductor Properties.

**(4) New installations.**

- (a) New installations shall not include extensions of existing circuits.
- (b) The use of the concentric shield will not be allowed for use as a neutral conductor for new installations. A listed separate neutral conductor meeting the requirements of NEC 250.184(A) must be installed.

**300.4 Protection Against Physical Damage**

Section 300.4(A) of the National Electrical Code is supplemented to read as follows:

**Exterior Shear Panel/Sheathing.** The exterior shear panel/sheathing nail inspection must be completed by the Building Code Inspector and, where siding nails or fasteners which penetrate into the wall cavity are to be used, all siding must be installed; or all wiring and device boxes must be a minimum of 2 1/2 inches from the exterior surface of the framing member; or all wiring and device boxes must be protected by a steel plate a minimum of 1/16 inch thick and of appropriate width and height installed to cover the area of the wiring and/or box.

**Table 300.5 Underground Installations**

Table 300.5 of the National Electrical Code is supplemented by addition of two notes following note 5.

Note 6. Where practicable raceways shall be installed beneath an interior slab.

**300.11 Securing and Supporting**

Section 300.11(A) of the National Electrical Code is amended to read as follows:

(A) **Secured in Place.** Raceways, cable assemblies, boxes, cabinets, and fittings shall be securely fastened in place. Where not restricted by the authority having jurisdiction or Article 300, raceways, cables, or boxes may be installed in suspended ceilings provided the installation complies with the following:

- 1) The support wires are independent of the ceiling support system.
- 2) The support wires are a minimum #12 AWG and securely fastened to the structural ceiling and to the ceiling grid system.
- 3) Cables and raceways shall not be supported by ceiling grids.
- 4) Raceways and/or cables are not larger than 3/4 inch trade size;
- 5) No more than two raceways or cables are supported by a support wire.
  - a) The two-cable limitation does not apply to telecommunications cables, Class 2 cables, or Class 3 cables on support wires installed exclusively for such cables provided:
    - i) The support wire must be adequate to carry the cable(s) weight and all attached cables must be secured with approved fittings; and ii) The maximum number of cables shall not be more than a 2 inch diameter when bundled together.
- 6) Raceways and cables are secured to the support wires by fittings designed and manufactured for the purpose.
- 7) The raceways or cables serve equipment that is located within the ceiling cavity or is mounted on or supported by the ceiling grid system.
  - a) Telecommunications cables, Class 2 cables, or Class 3 cables supported as required by this section, may pass through ceiling

cavities without serving equipment mounted on or supported by the ceiling grid system.

- 8) NEC power limited, Class 2, and Class 3 cables must be secured in compliance with Article 334.30 and must be secured to boxes in compliance with Article 314.17.
- 9) Telecommunications cables must be secured in a manner that will not cause damage to the cables and at intervals not exceeding five feet. Cables are considered adequately supported when run through holes in building structural elements or other supporting elements. Telecommunications cables may be fished into inaccessible hollow spaces of finished buildings. Clamps or fittings are not required where telecommunications cables enter boxes.
- 10) Optical fiber cables must be secured in a manner that will not cause damage to the cables and at intervals not exceeding five feet. Cables are considered adequately supported when run through holes in building structural elements or other supporting elements. Optical fiber cables may be fished into inaccessible hollow spaces of finished buildings. Supports must allow a bending radius that will not cause damage to the cables.

**311.16 Marking**

Article 311.16 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 311.16(D), to read as follows:

- (D) **Required Marking.** Each cable must be legibly marked in a permanent manner at each termination point and at each point the cable is accessible. The required marking must include phase designation, operating voltage, and circuit number if applicable.

**312.8 Switch and Overcurrent Device Enclosures.**

Article 312.8 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 312.8(C), as follows:

312.8 Switch and Overcurrent Device Enclosures

(C) Live Parts

Where disconnecting means of systems above 30 volts are readily accessible to unqualified persons, any enclosure door or hinged cover that exposes live parts when open shall be locked or require a tool to open.

**314.23 Supports**

Section 314.23(H) of the National Electrical Code is amended to read as follows:

- (H) **Pendant Boxes.** An enclosure supported by a pendant shall comply with 314.23(H)(1) or (H)(2). In addition, a pendant box suspended by a flexible cord, must not contain conduit "knockouts" and the connection to the suspended box must utilize an integral threaded hub.
- (1) **Flexible Cord.** A box supported from a flexible cord must comply with the following.
- (a) The maximum length of the cord for a suspended pendant drop from a permanently installed junction box to a suitable tension takeup device above the pendant box must not exceed six feet.
  - (b) The flexible cord must be supported at each end with an approved cord grip or strain relief connector fitting/device that will eliminate all stress on the conductors and the conductor connections.
  - (c) The flexible cord must be a minimum #14 AWG copper.
  - (d) The flexible cord ampacity must be determined using NEC Table 400.5(A) column A.
  - (e) The flexible cord must be hard or extra hard usage.
- (2) **Conduit.** A box supporting lampholders or luminaires (lighting fixtures), or wiring enclosures within luminaires (fixtures) used in lieu of boxes in accordance with 300.15(B), shall be supported by rigid or intermediate metal conduit stems. For stems longer than 18 inches, the stems shall be connected to the wiring system with flexible fittings suitable for the location. At the luminaire (fixture) end, the conduit(s) shall be threaded wrenchtight into the box or wiring enclosure, or into hubs identified for the purpose.

Where supported by only a single conduit, the threaded joints shall be prevented from loosening by the use of set-screws or other effective means, or the luminaire (fixture), at any point, shall be at least 8 feet above grade or standing area and at least 3 feet measured horizontally to the 8 feet elevation from windows, doors, porches, fire escapes, or similar locations. A luminaire (fixture) supported by a single conduit shall not exceed 12 inches in any horizontal direction from the point of conduit entry.

**314.29 Boxes, Conduit Bodies, and Handhole Enclosures to Be Accessible**

Article 314.29 of the National Electrical Code is amended and supplemented by the addition the following text to read as follows:

Conduit bodies, junctions, pull, and outlet boxes must be installed so that the wiring contained in them is accessible without removing any part of the building structure, including insulation material.

**334.10 Nonmetallic-Sheathed Cables: Types NM, NMC, and NMS:**

**Uses Permitted**

Article 334.10(1)(2)(3) & (4) of the National Electrical Code is amended to read as follows:

Uses Permitted. Type NM, Type NMC, and Type NMS cables shall be permitted to be used in the following, except as prohibited in 334.12:

- (1) One and two-family dwellings and their attached or detached garages, and their storage buildings.
- (2) Multi-family dwellings permitted to be of Types III, IV-HT, and V construction.
- (3) Other structures permitted to be of Types III, IV-HT, and V construction.
- (4) Cable trays in structures permitted to be Types III, IV-HT, or V where the cables are identified for the use.

**334.15 Exposed Work**

Article 334.15 (C) is amended and supplemented by the addition of the following exception to read as follows:

**Exception:** The requirement for nonmetallic sheathed cable protection in this section does not apply in crawl spaces.

**358.10(D) Electrical Metallic Tubing: Type EMT – Wet Locations**

Article 358.10(D) of the National Electrical Code is amended and supplemented by the addition of a new paragraph following the first paragraph, to read as follows:

Where installed in wet locations, an equipment grounding conductor must be provided within the raceway and sized per NEC 250.122

**358.12 Electrical Metallic Tubing: Type EMT - Uses Not Permitted**

Article 358.12 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 358.12(3), to read as follows:

- (3) Installed in direct contact with the earth or in concrete on or below grade.

**394.12 Concealed Knob-and-Tube Wiring - Uses Not Permitted**

Article 394.12 of the National Electrical Code is amended and supplemented by the addition of a new Exception to Article 394.12(5), to read as follows:

**Exception:** Hollow spaces containing existing knob-and-tube wiring are allowed to be insulated provided that all of the following conditions are met:

1. The wiring shall be surveyed by an appropriately licensed electrical contractor who must certify in writing to the authority having jurisdiction that the wiring is in good condition with no evidence of improper overcurrent protection, conductor insulation failure or deterioration, and with no improper connections or splices. The electrical inspector must inspect all repairs, alterations, or extensions to the electrical system;
2. The insulation shall meet Class I specifications as identified in the International Building Code, with a flame spread factor of 25 or less as tested using ASTM E84-81a. Foam insulation may not be used with knob-and-tube wiring;

3. All knob-and-tube circuits shall have overcurrent protection in compliance with NEC Table 310.16, 60 degree centigrade, Column C. Overcurrent protection shall be circuit breakers or Type S fuses.

Article 404.3 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 404.3 (C), as follows:

**404.3 Enclosure  
(C) Live Parts**

Where disconnecting means of systems above 30 volts are readily accessible to unqualified persons, any enclosure door or hinged cover that exposes live parts when open shall be locked or require a tool to open.

**406.12 Tamper Resistant Receptacles**

Article 406 of the National Electrical Code is amended and supplemented by the addition of text to read as follows:

**406.12(9) Tamper-Resistant Receptacles in Other Locations.** Listed tamper-resistant receptacles are required in psychiatric patient care facilities where accessible to psychiatric patients

**410.10 Bathtub and Shower Areas**

Article 410.10(D) of the National Electrical Code is amended to read as follows:

- (3) **Bathtub and Shower Areas.** All luminaires within an enclosed shower area or directly over a bathtub to a height of 8 feet above the water line, or within 5 feet of the water line in any direction must be enclosed, unless specifically listed for such use. These luminaires must be ground-fault circuit interrupter protected.

**410.62 Cord Connected Lampholders and Luminaires**

Article 410.62 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as subsection 410.62(C)(1)(4), to read as follows:

- (4) A ground-type attachment plug cap and receptacle connection at the source junction box is not required when the flexible cord complies with NEC 410.30 and the following:
  - a. Connection to a source junction box must utilize an approved cable connector or clamp;
  - b. The flexible cord must be supported at each end with an approved cord grip or strain relief connector fitting/device that will eliminate all stress on the conductor connections;
  - c. The maximum length of the cord for a suspended pendant drop from a permanently installed junction box to a suitable tension take-up device above the pendant luminaire must not exceed 6

feet;

- d. The flexible cord must be a minimum #14 AWG copper;
- e. The flexible cord ampacity must be determined in NEC Table 400.5(A) column A;
- f. The flexible cord must be hard or extra hard usage; and
- g. A vertical flexible cord supplying electric discharge luminaires must be secured to the luminaire support as per NEC 334.30(A).

**422.10 Appliances Branch-Circuit Rating**

Article 422.10 of the National Electrical Code is amended and supplemented by the addition of a new paragraph at the end of Article 422.10(A), to read as follows:

Water heaters with a rated circuit load in excess of 3,500 watts, but less than 4900 watts, at 208 or 240 volts shall be provided with branch circuit conductors not smaller than #10 AWG copper or equal. Overcurrent protection shall comply with NEC 422.11.

**430.7 Marking on Motors and Multimotor Equipment**

Article 430.7 is amended and supplemented by the following text to be inserted following the title:

Except as required by the National Electrical Code, there is no requirement for motors to be identified for use or listed/field evaluated by a laboratory. All motors must be manufactured according to National Electrical Manufacture’s Associations (NEMA) standard for motors except motors that:

- (1) Are a component part of equipment listed or field evaluated by a laboratory; or
- (2) Are a component part of industrial utilization equipment approved by the Department of L&I.

**440.14 Air Conditioning and Refrigerating Equipment**

Article 440.14 of the National Electrical Code is amended and supplemented by the addition of a third paragraph to follow the first and second paragraphs to read as follows:

In one- and two-family dwelling units, a disconnecting means is required for the indoor units(s) of a split system HVAC/R system, unless the outside unit’s disconnecting means is: lockable, disconnects the indoor unit and an indoor disconnecting means is not required by the manufacturer.

**450.27 Oil Insulated Transformers Installed Outdoors**

Article 450.27 of the National Electrical Code is amended and supplemented by the addition of the following text to the end of the last paragraph of Article 450.27 to read as follows:

Oil-Insulated transformers located adjacent to building(s) or structures shall comply with the following:

- 1. Transformers shall not be located closer than 8 feet to any part of a building or structure constructed of combustible material including any eaves, overhangs or decks;

2. Transformers shall not be located closer than 2 feet to any part of a building or structure constructed of non-combustible material including any eaves, overhangs or decks and must be outside a line extended vertically from the ends of the eaves, overhangs or rooflines of the building or structure;
3. Transformers shall not be located closer than 8 feet to any part of doors, windows, stairways, ventilation openings, other types of openings of all buildings or structures;
4. Transformers shall be located such that any oil leaking from the transformer will flow away from the building or structure and will not pool; and
5. Transformers located in areas subject to vehicular traffic shall be provided with adequate guarding.
6. Enclosures for total underground oil filled transformers shall not be located closer than 8 feet to any part of a doorway, window, stairway or fire escape. Adequate space must be maintained above the enclosure so that a boom may be used to lift the transformer from the enclosure.

**450.42 Transformer Vaults - Walls, Roofs, and Floors**

Article 450.42 Exception of the National Electrical Code is amended and supplemented to read as follows:

**Exception:** Where transformers are protected with automatic sprinkler, water spray, carbon dioxide, or halon and installed 5 stories or less above finished grade, construction of 1-hour rating shall be permitted.

**501.200 Sewage Disposal Systems**

Article 501 of the National Electrical Code is amended and supplemented by the addition of a new Section 501.200, to read as follows:

**501.200 Sewage Disposal Systems**

- (A) Pumping chambers for sewage, effluent, or grinder pumps in on-site and septic tank effluent pump (S.T.E.P.) disposal systems will be considered unclassified when not more than five residential units are connected to the system, residential units are connected to a utility sewage system, or when nonresidential systems have residential loading characteristics and all of the following general installations requirements are complied with:
  - (1) The pumping chamber must be adequately vented. Venting may be accomplished through the building or structure plumbing vents where the system venting has been

- approved by the local jurisdiction authority or by a direct 2 inch minimum vent to the atmosphere;
- (2) Equipment that in normal operation may cause an arc or spark must not be installed in any pumping chamber;
  - (3) Float switches installed in a pumping chamber must be hermetically sealed to prevent the entrance of gases or vapors;
  - (4) Junction boxes, conduits and fittings installed in the septic atmosphere must be of a noncorrosive type, installed to prevent the entrance of gases or vapors;
  - (5) Where a conduit system is installed between the pumping chamber and the control panel, motor disconnect, or power source, an approved sealing method must be installed to prevent the migration of gases or vapors from the pumping chamber, must remain accessible;
  - (6) Wire splices in junction boxes installed in pumping chambers must be suitable for wet locations.
- (B) Residential wastewater loading characteristics in a nonresidential installation:
- (1) For systems that process less than three thousand five hundred gallons of wastewater per day shall be certified by:
    - (a) An on-site wastewater designer licensed under chapter 18.210 RCW; or
    - (b) A professional engineer, engaged in the business of on-site wastewater system design, licensed under chapter 18.43 RCW.
  - (2) For systems that process three thousand five hundred gallons or more of wastewater per day may be certified by a professional engineer, engaged in the business of on-site wastewater system design, licensed under chapter 18.43 RCW. Written documentation must be signed and stamped by the designer or engineer and provided to the electrical inspector prior to inspection.
  - (C) Any residential or nonresidential system that has building or structure floor drains being discharged into the system is classified as Class I Division I

1. Drains from any commercially made tub, shower, basin, sink, or toilet are not considered floor drains.
- (D) Pumping chamber access covers can be covered by gravel, light aggregate, or non-cohesive granulated soil, and must be accessible for excavation. Access covers that are buried must have their exact location identified at the electrical panel or other prominent location by an identification plate. The authority having jurisdiction for performing electrical inspections must approve the identification plate location.
  - (E) Indoor grinder pumps installed in chambers with less than fifty gallons capacity are not required to meet the requirements of this section, except for the venting requirements in subsection (A)(1) of this section. Indoor grinder pumps installed in chambers with less than fifty gallons capacity are not classified systems as described in Article 500 NEC.
  - (F) Secondary treatment effluent pumping chambers such as sand filters are unclassified, and require no special wiring methods.
  - (G) Inspection approval is required prior to covering or concealing any portion of the septic electrical system, including the pump. New septic and effluent tanks containing electrical wires and equipment must be inspected and approved prior to being loaded with sewage.

### **514.3 Hazardous (Classified) Locations**

Article 514.3(D)(2) of the National Electrical Code is amended and supplemented by deleting exception numbers 1 and 2 and adding new exception number 1 to read as follows:

Exception No. 1: Dock, pier, or wharf sections that do not support fuel dispensers and may abut a section(s) that supports a fuel dispenser(s) are permitted to be unclassified where documented air space between the sections is provided and where flammable liquids or vapors cannot travel to these sections. Documentation shall be provided as required in NEC 500.4(A).

**514.11 Circuit Disconnects**

Article 514.11 (A) of the National Electrical Code is amended and supplemented by the addition of the following subsections to be known as subsections 514.11 (A) (1), (2), and (3), to read as follows:

- (1) The disconnecting means shall disconnect all conductors of the circuit supplying all station dispensers and or pumps (including the grounded conductor) simultaneously from the source(s) of supply.
- (2) For multi-circuit installations, an electrically held normally open contactor operated by a push-button or other suitable device may serve as the disconnecting means. The push button or disconnecting device shall not function as the resetting mechanism for the electrically held contactor. The resetting means shall meet the following:
  - (a) Located at least 15 feet or out of sight of the pushbutton; and
  - (b) Protected by a suitable cover or guard; and
  - (c) Identified with an approved identification plate that has white lettering on a black background.
- (3) The disconnecting means shall be labeled with an identification plate, with letters at least 1 inch high, as the emergency disconnecting means.

The disconnecting means or operator must be:

- (a) Substantially red in color; and
- (b) For attended facilities – Must be readily accessible and must be located outdoors and within sight of the pump or dispensing equipment it controls; or
- (4) For unattended facilities – must be readily accessible and must be located within sight, but at least 20 feet from the pump or dispensing equipment it controls.

**517.28 Essential Electrical Systems for Hospitals**

Article 517 of the National Electrical Code is amended and supplemented by the addition of a new section to be known as section 517.28, to read as follows:

**517.28 General Requirements.** In health care facilities, the following methods must be used to determine adequate capacity and ratings of equipment providing electrical power for the essential electrical systems.

**(A)** Systems in new facilities:

- (1) Essential electrical system: The essential electrical system must consist of three branches known as:
    - (a) Life safety branch: The feeder conductors and equipment used to supply electrical power to the life safety branch must be determined by summation of the connected loads as determined by Article 220 NEC and may not be subjected to any reduction due to the diversity of the loads. Feeder and equipment will be subject to a 125% multiplier for continuous loads in accordance with article 220 NEC.
    - (b) Critical branch: The feeder conductors and equipment must be calculated in accordance with article 220 NEC, including a level of diversity as determined by such article.
    - (c) Equipment branch: The feeder conductors and equipment used to supply electrical power to the equipment branch of the essential electrical system must be calculated in accordance with Article 220 NEC, including a level of diversity as determined by such article.
  - (2) Generator sizing: The rating of the generator(s) supplying electrical power to the essential system of a health care facility must meet or exceed the summation of the loads determined in (a) and (b) of this subsection with no additional demand factors applied. Momentary X-ray loads may be ignored if the generator is rated at least 300% of the largest momentary X-ray load connected.
- (B)** Existing essential systems in facilities to which additional load is to be added:
- (1) Existing loads: The existing loads of the separate branches of the essential electrical system may be determined by NEC Article 220.87(1).
- If NEC 220.87(1) is used, the following is required:
- (a) The date of the measurements.
  - (b) A statement attesting to the validity of the demand data, signed by a professional electrical engineer or the electrical administrator of the electrical contractor performing the work.
  - (c) A diagram of the electrical system identifying the point(s) of measurement.
  - (d) Building demand measured continuously on the highest loaded phase of the feeder or service over a thirty-day period, with the demand peak clearly identified.

Demand peak is defined as the maximum average demand over a fifteen minute interval.

- (2) Added loads: Added loads to the separate branches of the essential electrical system must be determined by subsection (a) of this section.
- (3) Generator sizing: The rating of the generator(s) supplying electrical power to the essential electrical system must meet or exceed the summation of the loads determined by (a) and (b) of this subsection with no additional demand factors applied.

**519 Educational and Institutional Occupancies**

The National Electrical Code is amended and supplemented by the addition of a new Article to be known as Article 519 – Educational and Institutional Occupancies to read as follows:

**ARTICLE 519**

**Educational and Institutional Occupancies**

**Scope.** This article covers educational and institutional occupancies as defined in the Article.

**Wiring Methods.** The wiring methods in educational or institutional occupancies shall be limited to metallic or nonmetallic raceways, MI, MC, or AC cable. Places of Assembly within an Educational or Institutional occupancy may not be wired according to Section 518.4(b) or (c).

**Exception:** Limited energy systems may use wiring methods in accordance with this Code.

**525.1 Carnivals, Circuses, Fairs, and Similar Events - Scope**

Article 525.1 of the National Electrical Code is amended to read as follows:

**525.1 Scope.** This article covers the installation of portable wiring and equipment for carnivals, circuses, fairs, and similar functions, including wiring in or on all structures. In addition to the requirements in this Article, all wiring and equipment for carnivals, circuses, fairs, and similar functions must also comply with WAC 296-403A.

**547.1 Agricultural Buildings - Scope**

Article 547.1 of the National Electrical Code is amended to read as follows:

**547.1 Scope.** The provisions of this article shall apply to the following agricultural buildings or that part of a building or adjacent areas of similar or like nature greater than 1,000 square feet and used as part

of a business or commercial farming activity as specified in 547.1 (A) and (B).

**555 Marinas, Boatyards, Floating Buildings, and Commercial and Noncommercial Docking Facilities**

555 Marinas, Boatyards, Floating Buildings, and Commercial and Noncommercial Docking Facilities

Article 555 of the National Electrical Code is amended and supplemented by the addition of the following text.

(1) For the purposes of NEC 555.7, transformer terminations must be located a minimum of 12 inches above the deck of a dock (datum plane requirements do not apply for this section).

(2) For the purposes of NEC 555.4, adjacent means within sight.

(3) For the purposes of NEC 555.30, all electrical connections must be installed a minimum of 12 inches above the deck of a pier unless the connections are approved for wet locations within junction boxes identified for wet locations, utilizing sealed wire connector systems listed and identified for submersion (datum plane requirements do not apply for this section).

(4) For the purposes of NEC 555.31, all enclosures must be corrosion resistant. All gasketed enclosures must be arranged with a weep hole to discharge condensation.

(5) For the purposes of NEC 555.32, gasketed enclosures are only required for wet locations.

(6) For the purposes of NEC 555.34, the following wiring methods are allowed:

(a) All wiring installed in a damp or wet location must be suitable for wet locations.

(b) Extra-hard usage portable power cables rated not less than 75°C, 600 volts, listed for wet locations and sunlight resistance and having an outer jacket rated for the environment are permitted. Portable power cables are permitted as a permanent wiring method under or within docks and piers or where provided with physical protection. The requirements of NEC 555.34 (B)(3)(b) do not apply.

(c) Overhead wiring must be installed at the perimeter of areas where boats are moored, stored, moved, or serviced to avoid possible contact with masts and other parts of boats. NEC Article 398 open wiring on insulators is not an approved wiring method in or above any portion of a marina or docking facility.

(d) For the purposes of NEC 555.34 (B)(4), the wiring methods of Chapter 3 NEC will be permitted.

(7) For the purposes of NEC 555.33, receptacles must be mounted not less than 12 inches above the deck surface of the pier or dock (datum plane requirements do not apply for this section). Shore power receptacles that provide shore power for boats must be rated not less than 20 amperes and must be single outlet type and must be of the locking and grounding type or pin and sleeve type.

Floating buildings.

(8) Where shore power is provided, a disconnecting means must be located within sight of each floating building or similar facility. The disconnecting means must be installed adjacent to but not in or on the floating building or similar facility.

(9) NEC 555.53 is amended to read: The overcurrent protective device(s) that supply the floating building shall have ground-fault protection not exceeding 30 mA.

(10) Conductors operating in excess of 600 volts, nominal may not be installed on floating portions of a floating building or similar facility.

**590.1 Temporary Installations - Scope**

Article 590.1 of the National Electrical Code is amended and supplemented to read as follows:

**590.1 Scope.** The provisions of this article apply to temporary electrical power and lighting installations. For the purposes of this section, any circuit used for construction purposes is considered to be temporary.

**590.4 Temporary Installations - General - Splices**

Article 590.4 of the National Electrical Code is amended by revising subsection 590.4(G) to read as follows:

**(G) Splices.** On construction sites, a splice or junction box is not required for splices or junction connections where splices of conductors are at least 10 feet above the grade or floor level and where not subject to contact from personnel.

**600.3 Electrical Signs and Outline Lighting - Listing**

Article 600.3 of the National Electrical Code is amended and supplemented by the addition of a new paragraph following the first paragraph, to read as follows:

All electrical signs and outline lighting regardless of voltage must be listed to the applicable ANSI UL Standard. Installation will be inspected for compliance and installation instructions and the NEC.

**600.4 Electrical Signs and Outline Lighting - Markings**

Article 600.4 of the national Electric Code is amended by adding new subsection 600.4(G) to read as follows:

In addition to the markings required by the NEC, retrofit signs and outline lighting shall be marked with a label made of a background color contrasting to the listed product in a location visible during servicing near the listed retro fit subassembly that states "This equipment contains a retrofit assembly that may present a risk of electrical hazard. Replace parts only with the same type and rating." The labels font must be Arial size 16 bold. This label may be an identification plate as described in Article 100 or an adhesive label approved by the inspector. This label is in addition to any labeling required by the manufacturer's instructions or the UL Standard used to manufacture the retrofit kit.

**600.10 Portable or Mobile Signs**

Article 600.10 (C) of the National Electrical Code is amended to read as follows:

- (1) **(3) Receptacle Outlet.** A weatherproof GFCI receptacle outlet that is weatherproof with the supply cord connected must be installed within 6 feet of each electrical sign. Extension cords are not permitted to supply portable outdoor signs.

**600.21 Ballasts, Transformers, Class 2 power supplies and Electronic Power Supplies**

Article 600.21 of the National Electrical Code is amended and supplemented by the addition of a new subsection (G), to read as follows:

(G) **Outside Awnings.** Luminaires installed in outdoor awnings shall be of a type that is suitable for wet locations and be connected by a wiring method suitable for wet locations. Fluorescent luminaires shall be installed so that no part of the luminaire is located closer than 6 inches to the awning fabric. Incandescent luminaires shall be installed so that no part of the luminaire is located closer than 18 inches to the awning fabric.

Luminaires installed in outside awnings shall be controlled by a disconnect installed in conformance with Article 600.6. Listed awning signs must be installed in compliance with the manufacturer’s instructions and the NEC.

**600.30 Electrical Signs and Outline Lighting - Applicability**

Article 600.30 of the National Electrical Code is amended and supplemented by the addition of the following new text to follow the first paragraph to read as follows:

Field-installed skeleton tubing is not required to be listed. Installations will be inspected for compliance with the installation instructions and the NEC.

**680.3 Swimming Pools, Fountains, and Similar Installations - Approval of Equipment**

Article 680.3 of the National Electrical Code is amended and supplemented by the addition of the following Subsection (A) to follow the first paragraph, to read as follows:

(A) Electrical components which have failed and require replacement shall be replaced with identical products unless the replacement part is no longer available; in which case, a like-in-kind product may be substituted provided the mechanical and grounding integrity of the equipment is maintained.

**680.15 Field Installed Equipment**

Article 680 of the National Electrical Code is amended and supplemented by the addition of new Section to be known as Article 680.15 to read as follows:

**680.15 Field Installed Equipment.** Field installed electrical equipment for a swimming pool, hot tub, spa or swim spa shall not be located closer than 5 feet from inside wall of the swimming pool, hot tub, spa or swim spa. The 5 foot separation may be reduced by the installation of a permanent barrier, such as a solid wall, fixed glass

windows or doors, etc. The 5 foot separation shall be determined by the shortest path or route that a cord can travel from the spa, hot tub, swim spa, or swimming pool to the equipment.

Field installed electrical equipment must meet the following additional requirements:

1. Heaters are listed as a "swimming pool heater or aspa heater";
2. Pumps are listed as a "swimming pool pump" or "spa pump" or "swimming pool/spa pump";
3. Other equipment such as panelboards, conduit, and wire are suitable for the environment and comply with the applicable codes.
4. The field assembly or installation of "recognized components" shall not be permitted.

**680.40 Spas and Hot Tubs - General**

Article 680.40 of the National Electrical Code is amended and supplemented by the addition of a new Subsection (A) and a new Subsection (B), to read as follows:

- (A) **Modular, Self-Contained Spa or Hot Tubs.** Equipment assemblies for self-contained spas or hot tubs shall be installed within 5 feet from the inside wall of the spa or hot tub. Equipment assemblies shall be listed or field evaluated as a unit with the spa or hot tub.
- (B) **Packaged Spa or Hot Tub Equipment Assemblies.** Equipment assemblies (skid pack) pre-packaged by a factory shall not be installed closer than 5 feet from the inside wall of the spa or hot tub and shall be listed as a package unit.

**680.70 Hydromassage Bathtubs - General**

Article 680.70 of the National Electrical Code is amended and supplemented by the addition of the following text to the end of the first paragraph, to read as follows:

Hydromassage bathtubs must be listed as a unit and bear a listing mark which reads "Hydromassage bathtub."

**690.2 Solar Photovoltaic Systems - Definitions**

Article 690.2 of the National Electrical Code is amended and supplemented by the addition of the following definitions, to read as follows:

**Photovoltaic system.** The photovoltaic system may conduct alternating current, direct current, or both and will comprise all interconnected circuits to the point of connection with the building distribution circuits or utility service conductors.

#### **690.4 Solar Photovoltaic Systems – General Requirements**

Article 690.4 of the National Electrical Code is amended and supplemented by the addition of a new subsection to be known as 690.4(E) and read as follows:

- (E) **Labels and Identification.** Required "WARNING" labels as specified by NEC 690 are required to be an identification plate on or immediately adjacent to the pertinent equipment.

All photovoltaic circuits must be identified at each overcurrent protection device(s) and panel directory(ies).

#### **690.7 Solar Photovoltaic Systems - Maximum Voltage**

Article 690.7 of the National Electrical Code is amended and supplemented by replacing the second paragraph of Article 690.7(A) with the following text, to read as follows:

The open-circuit voltage temperature coefficients supplied in the instruction of listed photovoltaic modules will be used to determine the maximum direct current photovoltaic system voltage. Otherwise the voltage will be calculated using Table 690.7 of the National Electrical Code. For the purposes of this calculation, a temperature correction factor of 1.25 will be used unless another factor can be justified and is approved by the authority having jurisdiction.

#### **700.5 Emergency Systems - Transfer Equipment**

Article 700.5 of the National Electrical Code is amended and supplemented by the addition of a new subsection (F) to read as follows:

- (F) **Location.** In high-rise buildings and underground buildings, per IBC 403 and 405 respectively, the emergency transfer switches where required by the IBC or this code shall be located in a separate room from the normal power source including transformers and distribution equipment and shall be enclosed in a room constructed of not less than 2-hour fire-resistive-rated fire barriers ventilated directly to and from the exterior. The emergency transfer switches, where required by the IBC or this code in other buildings or uses, shall be located in a separate room from the normal power source including transformers and distribution equipment and shall be enclosed in a room constructed of not less than 1-hour fire-resistive-rated fire barriers ventilated directly to and from the exterior. Power distribution from the two sources to the emergency transfer switches shall be by independent routes. Independent routes shall mean either a minimum 1-hour fire-resistance separation, or a physical distance of not less than 50 feet.

**Exception:** System components described in Article 701 may occupy the same dedicated spaces as emergency systems.

**700.7 Emergency Systems - Signs**

Article 700.7 of the National Electrical Code is amended and supplemented by the addition of the following paragraph prior to subsection (A) to read as follows:

Signs required in this section must be placed at the service disconnecting means and the meter base if the service disconnecting means and meter base are not located within sight and within 5 feet of each other.

**700.10 Wiring, Emergency Systems**

Article 700.10 of the National Electrical Code is amended and supplemented by amending Article 700.10(A) and adding a new Article 700.10(E) to read as follows:

**(A) Identification.**

- (1) Emergency systems. All boxes and enclosures larger than 6 inches by 6 inches (including transfer switches, generators and power panels) for emergency circuits shall be permanently marked with an identification plate that is orange in color so they will be readily identified as a component of the emergency circuit or system. All other device and junction boxes for emergency systems and circuits shall be orange in color, both inside and outside.
- (2) Smoke Control Systems. All boxes and enclosures larger than 6 inches by 6 inches (including transfer switches, generators and power panels) for smoke control power and control circuits shall be permanently marked with an identification plate that is orange in color with a yellow diagonal stripe so they will be readily identified as a component of the smoke control circuit or system. All other device and junction boxes for smoke control systems and circuits shall be orange in color both inside and outside. Cover plates shall be orange in color with a yellow diagonal stripe.
- (3) Stair and elevator pressurization systems. All boxes and enclosures larger than 6 inches by 6 inches (including transfer switches, generators and power panels) for stair and elevator pressurization system power and control circuits shall be permanently marked with an identification plate that is orange in color with a gray diagonal stripe so they will be readily identified as a

component of the stair and elevator pressurization system. Raceways for stair and elevator pressurization system wiring shall be identified by labels or color coding which distinguish it from all other systems and shall be visible at the time of inspection All other device and junction boxes for stair and elevator pressurization system power and control circuits shall be orange in color both inside and outside. Cover plates shall be orange in color with a gray diagonal stripe.

**Exception:** In existing facilities, the existing nameplate identification color scheme may be retained where approved by the Code Official.

**700.10(E) Smoke Control Systems, Pressurization Wiring and Equipment**

Where smoke control, stair pressurization and elevator pressurization is required by the City Building Code, all power and control wiring and equipment, including the emergency source of power and transfer switch(s) for smoke control, stair pressurization and elevator pressurization systems shall be installed in accordance with this Article (NEC 700-Emergency Systems), and all applicable sections of the IBC as amended and adopted by the City Building Code.

**700.12 Emergency Systems - Sources of Power**

Article 700.12 of the National Electrical Code is amended and supplemented by the addition of three new paragraphs following the last paragraph to read as follows:

In high-rise buildings and underground buildings, per IBC 403 and 405 respectively, the emergency source of power shall be located in a separate room from the normal power source including transformers and distribution equipment and shall be enclosed in a room constructed of not less than 2-hour fire-resistive-rated fire barriers ventilated directly to and from the exterior.

In other buildings or uses the emergency source of power, where required by the IBC or this code shall be located in a separate room from the normal power source including transformers and distribution equipment and shall be enclosed in a room constructed of not less than 1-hour fire resistive-rated fire barriers ventilated directly to and from the exterior.

Power distribution from the emergency source to the emergency transfer switch shall be by an independent route from the normal source.

Article 700.12(D)(5) of the National Electrical Code is amended and supplemented by the addition of new text following the first paragraph to read as follows:

A generator set located less than 10 feet from the building(s) shall be enclosed within an approved structure of 1-hour fire resistive construction. Where located more than 10 feet but less than 20 feet shall be within an approved enclosure.

**700.32 Emergency Systems - Coordination**

Article 700.32 of the National Electrical Code is amended and supplemented by the addition of a new exception #2 following the first exception to the first paragraph to read as follows:

Exception #2: The requirements for selective coordination described are not required where the emergency system was installed prior to June 1, 2006. For new emergency systems that are supplied from an existing emergency system installed prior to June 1, 2006, the new portion of the emergency system shall comply with NEC 700.32. The ground fault sensing function of overcurrent protective devices will only be required to selectively coordinate with the ground fault sensing functions of other overcurrent protective devices.

**701.5 Legally Required Standby Systems - Transfer Equipment**

Article 701.5 of the National Electrical Code is amended and supplemented by the addition of a new subsection (E) to read as follows:

(E) Location. In high-rise buildings the legally required standby source of power and its transfer switches shall be located in a separate room from the normal power source including transformers and distribution equipment and shall be enclosed in a room constructed of not less than 2-hour fire-resistive rated fire barriers ventilated directly to and from the exterior. Power distribution from the two sources shall be by independent routes.

**Exception:** System components described in Article 700 may occupy the same dedicated spaces as the legally required standby systems.

**701.7 Legally Required Standby Systems - Signs**

Article 701.7 of the National Electrical Code is amended and supplemented by the addition of the following paragraph prior to subsection (A) to read as follows:

Signs required in this section must be placed at the service disconnecting means and the meter base if the service disconnecting means and meter base are not located within sight and within 5 feet of each other.

**701.10 Legally Required Standby Systems - Wiring Legally Required Standby Systems**

Article 701.10 of the National Electrical Code is amended and supplemented by the addition of a new subsection (A) to read as follows:

**(A) Identification.**

(1) Smoke Control Systems. All boxes and enclosures larger than 6 inches by 6 inches (including transfer switches, generators, and power panels) for smoke control power and control circuits shall be permanently marked with an identification plate that is orange in color with a yellow diagonal stripe and black numerals (701) so they will be readily identified as a component of the smoke control circuit or system. All other device and junction boxes for smoke control systems and circuits shall be orange in color both inside and outside. Cover plates shall be orange in color with a yellow diagonal stripe.

(2) Stair and elevator pressurization systems. All boxes and enclosures larger than 6 inches by 6 inches (including transfer switches, generators, and power panels) for stair and elevator pressurization system power and control circuits shall be permanently marked with an identification plate that is orange in color with a gray diagonal stripe and black numerals (701) so they will be readily identified as a component of the stair and elevator pressurization system. Raceways for stair and elevator pressurization system wiring shall be identified by labels or color coding which distinguish it from all other systems and shall be visible at the time of inspection All other device and junction boxes for stair and elevator pressurization system power and control circuits shall be orange in color both inside and outside. Cover plates shall be orange in color with a gray diagonal stripe.

**Exception:** In existing facilities, the existing nameplate identification color scheme may be retained where approved by the Code Official.

(3) Stair and elevator pressurization systems. All boxes and enclosures larger than 6 inches by 6 inches (including transfer switches, generators and power panels) for stair and elevator pressurization system power and control circuits shall be permanently marked with an identification plate that is orange in color with a gray diagonal stripe so they will be readily identified as a component of the stair and elevator pressurization system. Raceways for stair and elevator pressurization system wiring shall be identified by labels or color coding which distinguish it from all other systems and shall be visible at the time of inspection All other device and junction boxes for stair and elevator pressurization system power and control circuits shall be orange in color both inside and outside. Cover plates shall be orange in color with a gray diagonal stripe.

**Exception:** In existing facilities, the existing nameplate identification color scheme may be retained where approved by the Code Official

**701.12(B) Legally Required Standby Systems - Sources of Power**

Article 701.12(B)(5) of the National Electrical Code is amended and supplemented by the addition of new text following the first paragraph to read as follows:

A generator set located less than 10 feet from the building(s) shall be enclosed within an approved structure of 1-hour fire resistive construction. Where located more than 10 feet but less than 20 feet shall be within an approved enclosure.

**701.32 Legally Required Standby Systems - Selective Coordination**

Article 701.32 of the National Electrical Code is amended and supplemented by the addition of a new exception following the first exception to read as follows:

**Exception No. 2:** The requirements for selective coordination described are not required where the legally required standby system was installed prior to June 1, 2006. For new legally required standby systems that are supplied from an existing legally required standby system installed prior to June 1, 2006, the new portion of the legally required standby system shall comply with NEC 701.18. The ground fault sensing function of overcurrent protective devices will only be required to selectively coordinate with the ground fault sensing functions of other overcurrent protective devices.

**702.7 Optional Standby Systems - Signs**

Article 702.7 of the National Electrical Code is amended and supplemented by the addition of the following paragraph prior to subsection (A) to read as follows:

Signs required in this section must be placed at the service disconnecting means and the meter base if the service disconnecting means and meter base are not located within sight and within 5 feet of each other

**705 Interconnected Electric Power Production Sources**

Article 705.1 of the National Electrical Code is amended and supplemented by the addition of the following paragraph following the first paragraph.

**705.1** For utility interactive systems, any person making interconnections between a power production source and the utility distribution network must consult the serving utility and is required to meet all additional utility standards.

**705.11 Supply-Side Source Connections**

Article 705.11 of the National Electrical Code is amended and supplemented by the addition of the following paragraph following the first paragraph to read as follows:

In addition to the requirements of NEC 705.11, electric power production source conductors connected to the supply side of the service disconnecting means must be installed using wiring methods specified for service conductors in WCEC 230.43 and be grouped with the service disconnect(s). The disconnecting means providing overcurrent protection for the electric power production source conductors must comply with NEC 230.82(6). Grounding and bonding must be in accordance with NEC 250.25.

**705.12 Point of Connection**

Article 705.12 of the National Electrical Code is amended and supplemented by the addition of the following paragraph following the first paragraph to read as follows:

The output of an interconnected electric power source shall not be permitted to be connected to the load side of a disconnecting means that consists of a split-buss panelboard.

**725.3 Class 1, Class 2, and Class 3 Remote-Control, Signaling, and Power - Limited Circuits Other Articles**

Article 725.3 of the National Electrical Code is amended and supplemented by the addition of Subsection (Q) to read as follows:

**(Q) Suspended Ceilings.** The installation of Class 1, Class 2 and Class 3 circuits must comply with Section 300.11(A).

**760.3 Fire Alarm Systems - Other Articles**

Article 760.3 of the National Electrical Code is amended and supplemented by the addition of a new subsection (P), to read as follows:

**(P) Suspended Ceilings.** The installation of fire alarm cables and raceways installed in hollow spaces of suspended ceilings shall comply with Section 300.11(A) of this code.

**760.12 Fire Alarm Systems**

Article 760 of the National Electrical Code is amended and supplemented by the addition of a new Section 760.12 to read as follows:

**760.12 Detection and control systems.** Wiring for fire detection systems providing power, detection, or control input or output signals to mechanical smoke control systems, stair and elevator pressurization systems or elements thereof shall be fully enclosed within a continuous metallic raceway system. The installation of the wiring system shall be installed in accordance with this Article (NEC 760-Fire Alarm Systems), IBC Section 403 HIGH-RISE BUILDINGS, IBC Section 405 UNDERGROUND BUILDINGS and IBC Section 909

SMOKE CONTROL SYSTEMS as amended and adopted by the City Building Code. The installation shall ensure the survivability of circuits for the specified time for evacuation of the building as determined by the Fire Code Official.

**760.30(A) Boxes**

**(1) Fire Alarm Systems**

**(2) Smoke Control Systems**

Article 760.30 of the National Electrical Code is amended and supplemented by the addition of new text to follow the end of the first paragraph, to read as follows:

- (A) Device and junction boxes for fire alarm systems shall be red in color, both inside and outside. Power-limited fire protective signaling circuit conductors shall be durably and plainly marked in or on junction boxes or other enclosures to indicate that it is a power-limited fire protective signaling circuit.

All device boxes, junction boxes and enclosures for smoke control systems larger than 6 inches by 6 inches shall be permanently marked with an identification plate that is red in color with a yellow diagonal stripe so they will be readily identified as a component of the smoke control circuit or system. All other device and junction boxes for smoke control systems and circuits shall be red in color both inside and outside. Cover plates shall be red in color with a yellow diagonal stripe.

**770.3 Optical Fiber Cables - Other Articles**

Article 770.3 of the National Electrical Code is amended and supplemented by the addition of Subsection (D) to read as follows:

- (D) Suspended Ceilings.** The installation of optical fiber cables and raceways must comply with Section 300.11(A).

**800.3 Communications Circuits - Other Articles**

Article 800.3 of the National Electrical Code is amended and supplemented by the addition of Subsection (I) to read as follows:

- (I) Suspended Ceilings.** The installation of communications cables must comply with Section 300.11(A).

**800.30 Communication Circuits**

Article 800 of the National Electrical Code is amended and supplemented by the addition of a new Section 800.30 to read as follows:

**800.30 Designation of Telecommunications Network Demarcation Point**

(A) At the point of telecommunications network demarcation, the telecommunications installer must install an identification plate with the following information:

- (1) "Point of demarcation";
- (2) Name of telecommunications utility; and (3) Name of customer/end user of the system. (B) The telecommunications installer must confer with the telecommunications utility when determining the point of demarcation.

**Agenda Bill**  
 City Council Regular Meeting  
 October 20, 2020



<b>SUBJECT:</b>	Revised Phased Reopening Plan for Parks and Rental Facilities														
<b>DATE SUBMITTED:</b>	October 13, 2020														
<b>DEPARTMENT:</b>	Parks, Recreation & Facilities														
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational														
<b>RECOMMENDATION:</b>	Approve the revised phased reopening plan for parks and rental facilities.														
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Parks Phased Opening, Revised</a> <a href="#">2. Exhibit 2 - COVID19 Phase 2 and 3 Sporting Activities Guidance</a> <a href="#">3. Exhibit 3 - Parks Rentals Phased Opening, Revised</a>														
<b>BUDGET:</b>	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$0</td> <td><input type="checkbox"/></td> <td><b>Approved in budget</b></td> </tr> <tr> <td>Fund(s)</td> <td>N/A</td> <td><input type="checkbox"/></td> <td><b>Budget reallocation required</b></td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/></td> <td><b>No budgetary impact</b></td> </tr> </table>			Total dollar amount	\$0	<input type="checkbox"/>	<b>Approved in budget</b>	Fund(s)	N/A	<input type="checkbox"/>	<b>Budget reallocation required</b>			<input type="checkbox"/>	<b>No budgetary impact</b>
Total dollar amount	\$0	<input type="checkbox"/>	<b>Approved in budget</b>												
Fund(s)	N/A	<input type="checkbox"/>	<b>Budget reallocation required</b>												
		<input type="checkbox"/>	<b>No budgetary impact</b>												
<b>WORK PLAN FOCUS AREAS:</b>	<table border="0"> <tr> <td><input type="checkbox"/>  Transportation</td> <td><input checked="" type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input type="checkbox"/>  High Performing Government</td> <td><input checked="" type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability				
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety														
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability														
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation														
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability														

**NEEDED FROM COUNCIL:**

Shall the City Council approve the revised phased reopening plan for parks and rental facilities?

**KEY FACTS AND INFORMATION SUMMARY:**

This agenda bill is for City Council to review and approve a proposed revised phased reopening plan for parks and rental facilities which includes opening up remaining amenities including playgrounds, the skatepark, and the docks/beaches at Sammamish Landing and Pine Lake Park. The plan is also to restart rentals at athletic fields.

The Governor’s Safe Start plan has been amended to allow for youth sports. With the new guidance (Exhibit B) published on October 6, 2020 by the Governor’s Office for Adult/Youth sports, staff propose to begin to allow rentals at athletic fields. Athletic fields have been open already for last few months for drop in play and for 5 or less people outside your household. Staff have worked with the City Attorney’s office on a "return to play" safety plan for leagues to submit, prior to renting.

In addition to athletic field rentals, park amenities such as playgrounds, the skatepark, docks and beaches are anticipated to become less crowded with cooler weather in the fall and winter months, as well as students returning to school and college. This revised phased reopening plan (Exhibit A) also takes into consideration the actions taken by neighboring communities which have already reopened playground and skateparks for residents, including Redmond, Kirkland, Issaquah, King County and more recently, the City of Seattle and Lake Washington School District. Updated signage will be posted to prevent the spread of COVID-19 in accordance with the Governor's guidance and to ensure that social distancing measures (maintaining six feet of space between people) will be followed.

The health and safety of our community and our employees is our highest priority and the focus of the City's phased reopening plan which may continue to be modified as new or evolving information and new COVID-19 directives or guidelines are provided by the federal, state, and/or county governments.

**Background:**

On March 10, City Council passed a resolution ratifying the Proclamation of Emergency related to the COVID-19 Virus. On March 20, the City closed park playgrounds and the Sammamish Commons skate park and on March 25, additional measures were taken to slow the spread of COVID-19. While parks and preserves have remained open to pedestrian access throughout this pandemic, most amenities remained closed through Phase 1 of the Governor's Safe Start Plan. On June 2, 2020, City Council adopted a Phased Reopening Plan for Parks and Rentals. In Modified Phase 1, amenities including most parking lots, courts, dog park, city-owned athletic fields and the beach at Beaver Lake park were opened up with group size restrictions.

**FINANCIAL IMPACT:**

There is a loss of revenue due to cancellations of rentals for most of the year. There is also savings from cancellation of City events and from maintenance efforts associated with rentals and events. The impact on rental fees and department costs is uncertain due to the Governor's phased plan of re-opening Washington.

**OTHER ALTERNATIVES CONSIDERED:**

City Council could delay opening some of the amenities into future phases.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[Resolution: Ratifying the Proclamation of Emergency Related to COVID-19 Virus](#)

 <p><b>PHASES</b></p>	 <p><b>OPEN</b></p>	 <p><b>CLOSED</b></p>
<p><b>NOW</b> <i>Revised Phased Opening</i></p> <p>* <b>Group size restrictions:</b> Gatherings of five or fewer people from outside the household are permitted.</p>	<ul style="list-style-type: none"> <li>• Athletic Fields, City-owned</li> <li>• Courts</li> <li>• Playgrounds</li> <li>• Dog Park</li> <li>• All Beaches/Docks</li> <li>• All Parking lots and gates</li> <li>• Evans Creek Preserve</li> <li>• Beaver Lake Preserve</li> <li>• Trails at all City Parks</li> <li>• Skate Park</li> <li>• Restrooms/Sani-cans</li> </ul>	<ul style="list-style-type: none"> <li>• Drinking fountains, incl. dog park</li> <li>• Splash Pad – <i>Closed for Season</i></li> </ul>

- ✓ As you plan your visit, remember to practice social distancing, avoid congregating, use of PPE and frequent handwashing is recommended, stay home if you are sick, and follow the most current CDC guidelines.
- ✓ **Group size restrictions in effect:** Gatherings of five or fewer people from outside the household are permitted.
- ✓ Organized athletic games, practices and pickup games are not permitted.
- ✓ Use park amenities at your own risk.
- ✓ For the latest updates, visit [City of Sammamish COVID-19 Information & Resources](#).

# Professional Sports & Other Sporting Activities COVID-19 Requirements

## Summary of October 6 changes:

Youth team sports and adult team sport guidance greatly expanded:

- Youth team sports now includes both school and non-school sports, both indoor and outdoor
- Adult recreational sports now includes both indoor and outdoor
- Sport are now divided into risk categories
- Counties are now categorized by COVID activity level measured by new cases per 100K residents in the previous two weeks and the percentage of positive tests
- Whether or not a sport is allowed, and to what degree it is allowed depends on a combination of the risk category for the sport and the COVID risk category for the county in which the sport is to take place
- Tournaments and spectators are prohibited in any county that is not in the low risk COVID category
- Additional detailed public health guidance is added

## Included Here:

- Professional sporting activities indoor and outdoor
- School and non-school youth team sports indoor and outdoor, and adult recreational team sports indoor and outdoor

All professional sporting activities, indoor and outdoor, outdoor youth team sports, and outdoor adult recreational team sports operating during the Safe Start Washington phased reopening must adopt a written procedure for employee safety and customer interaction that is at least as strict as this procedure and that complies with the safety and health requirements below, including recreation-specific guidance.

**No business may operate until it can meet and maintain all the requirements in this document, including providing materials, schedules and equipment required to comply. Additional considerations may be adopted, as appropriate.**

## Professional Sporting Activities, Indoor and Outdoor

### RESTART COVID-19 REQUIREMENTS AND RECOMMENDATIONS

All professional sporting activities, including back office operations of up to 50 people, unless a county's then-current phase permits a greater number of people, full team practices, and spectator-less games and competitions, can resume on June 5, 2020, regardless of phase, if all of the following conditions are met:

- The organization follows both the league-wide and team-specific "return to play" safety plans.
- The league-wide plan is approved by the player's association or union representing players of the team.
- The team must report in advance to its respective county health department the dates when full team practices and spectator-less pre-season games will occur.

- For horse racing, instead of the above requirements, a horse racing safety plan safety plan must be developed and followed and, along with specific guidance to horse racing, which can be found [here](#).

## **School and Non-school Youth Team Sports Indoor and Outdoor and Adult Recreational Team Sports Indoor and Outdoor**

The risk of transmitting the SARS CoV-2 virus that causes COVID-19 depends on multiple factors including: 1) Number of people in a location, 2) Type of location, 3) Distance between people, 4) Length of time at location, 5) Level of protective equipment used (e.g. face coverings). As general guidance, smaller groups are safer than larger ones; outdoor locations are safer than indoor; sports that can ensure distance of six (6) feet or more are safer than closer contact; and shorter duration is safer than longer.

### **Sport Risk Category guidance**

*For the purposes of this document, sports are defined using the following risk categories (The list below is not all-encompassing. Some sports are covered in other guidance documents, and if so those guidance documents govern those activities. If a sport does not appear on this list that does not necessarily mean it is prohibited at this time.):*

Low risk sports: tennis, swimming, pickleball, golf, cross country, track and field, sideline/no-contact cheer and dance, disc golf.

Moderate risk sports: softball, baseball, t-ball, soccer, futsal, volleyball, lacrosse, flag football, ultimate frisbee, ice hockey, cricket, gymnastics, crew, field hockey, school bowling competitions.

High risk sports: football, rugby, wrestling, cheerleading with contact, dance with contact, basketball, water polo, martial arts competitions, roller derby.

### **Guidance applicable to ALL sporting activities at ALL county risk levels**

Indoor facilities will still need to adhere to overall capacity limits detailed in the [Indoor Fitness and Training Guidelines](#) (“For a facility that is larger than 12,000 sq. feet, the occupancy of the facility may not exceed 25 percent of the fire code occupancy rating.”)

*Stay home when sick or if a close contact of someone with COVID-19*

Athletes, coaches, umpires/referees, spectators and any other paid or volunteer staff should be required to stay home if they feel unwell, show any signs of COVID-19, or have been exposed to a confirmed case or close contact. All coaches and students should be screened for signs/symptoms of COVID-19 prior to a workout. Screening should consider [symptoms listed by the CDC](#). Any person with symptoms of COVID-19 or who is a close contact of someone with confirmed COVID-19 should not be allowed to participate and should contact his or her primary care provider or other appropriate health-care professional.

Those who are excluded from training or contests due to [COVID-19 symptoms](#) or because they are [close contacts](#) must follow DOH and local public health isolation and quarantine guidance before returning to training or contests.

People with underlying health conditions should consult with their medical provider regarding participation in athletic activities.

### *Masks*

Masks required for athletes/participants directly before and directly after sporting activities and strongly encouraged whenever not engaged in strenuous activity. Any spectators must wear facial coverings per the Department of Health facial covering order. Coaches, referees/umpires, trainers, managers, spotters, and any other paid or volunteer staff must wear face coverings at all times, with an exception for referees that need to run in the field of play.

### *Physical Distance*

Physical distance of 6 feet must be maintained between staff, volunteers, and any spectators at all times with exceptions for training and medical personnel and volunteers performing their medical duties. Six feet of distance must be maintained among athletes when not engaged in sporting activities, huddles and team meetings must be physically distanced.

### *Hygiene*

Require athletes, coaches, umpires/referees and any other paid or volunteer staff to practice good hygiene including washing their hands frequently and covering their sneezes and coughs. Wash hands often with soap and water for at least 20 seconds before and after practice, especially after touching shared objects or blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth. If soap and water are not readily available, use a hand sanitizer that contains 60-95% alcohol content. Cover all surfaces of your hands and rub them together until they are dry. Athletes should not share water bottles, uniforms, towels, or snacks and should not spit (saliva, sunflower seeds, etc.).

Provide handwashing or hand sanitizing stations at training and contest locations.

Limit the use of locker rooms to handwashing and restroom use only. Showers should not be used due to potential spread of aerosolized droplets. If use of locker rooms for changing is necessary, maximize ventilation and use tape, spots, or cones to signal 6 feet of distance for athletes who need to change. If locker rooms are used cleaning protocols must be included in the sporting activity safety plan. Stagger entry to the changing area and use of these facilities as appropriate with members of the same team or training cohort only. Limit occupancy of the locker rooms to avoid crowding.

### *Cleaning*

Clean high touch surfaces and disinfect shared equipment before and after each use. Ensure restrooms are cleaned and disinfected regularly. Current CDC guidance for cleaning and disinfection for COVID-19 states that disinfectants should be registered by the EPA for use against the COVID-19. Find the current list here: [List N: Disinfectants for Use Against SARS-CoV-2 \(COVID-19\)](#). Disinfectants based on hydrogen peroxide or alcohol are safer than harsher chemicals. The University of Washington has a [handout with options for safer cleaning and disinfecting products that work well against COVID-19](#).

### *Ventilation*

Ventilation is important to have good indoor air quality. Ensure that ventilation systems operate properly. Increase air circulation and ventilation as much as possible by opening windows and doors. Offer more outside time, open windows often and adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Use of fans for cooling is

acceptable. In indoor spaces, fans should only be used when windows or doors are open to the outdoors in order to circulate indoor and outdoor air. They should blow away from people.

Outdoors locations are preferred to indoors locations, and should be utilized to the greatest extent possible to allow for maximum fresh air circulation and social distancing. Outdoor temporary structures may be used. An outdoor temporary structure is defined as having no more than two walls to provide appropriate ventilation.

#### *Transportation*

Limit exposure to those outside the household unit during travel. Encourage only those in the same household to travel together, and if not in the same household, travel in separate vehicles if possible.

For travel groups, (groups that include more than one household in the same vehicle whether in a carpool or on a bus) all members of the travel group, including the driver, must wear a face covering and spread out as much as possible within the vehicle. Limit travel groups to those who have been in regular contact (e.g. team members). Encourage family members to sit together. Maximize ventilation in the vehicle by opening windows.

Buses should install safety barriers (such as plexiglass shields) between the driver and passengers or close (block off/leave empty) the seats nearest the driver to ensure 6 feet of distance between the driver and passengers. Passengers should board from the rear door when possible. Buses should improve air filtration where possible. Buses should be cleaned and disinfected daily after use with attention to frequently touched services (doors, rails, seat backs).

#### *Records and Contact Tracing*

Keep a roster of every athlete, staff and volunteer present at each practice, training session, and contest to assist with contact tracing in the event of a possible exposure. Similarly keep a roster and seating chart for each travel group. Attendance rosters and seating charts must be kept on file for 28 days after the practice, contest, or trip.

#### *Employees*

Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

#### **County COVID-19 Activity Level guidance**

The risk of COVID-19 spread linked to sporting activities depends on the level of COVID-19 spread in the community. The following COVID-19 activity level classifications are based on the Department of Health's school reopening decision tree recommendations, which classify counties based on their current COVID-19 activity level.

To better understand this policy here is a link to the current infection rate trends in every county (scroll down and click on "Summary Data Tables" for county-by-county info): <https://coronavirus.wa.gov/what-you-need-know/covid-19-risk-assessment-dashboard>

#### **HIGH LEVEL COUNTY COVID ACTIVITY >75 cases/100K/14 days OR >5% positivity**

Team practices and/or training can resume for low, medium, and high risk sports if players are limited to groups of six in separate parts of the field/court, separated by a buffer zone. Brief close contact (ex: 3 on

3 drills) is permitted. It is preferable for the groups of six to be stable over time. Attendance rosters should include group contact information. Each league, organization, or club must publish and follow a “return to play” safety plan. Any practice or training activities that can be done outdoors should be done outdoors.

Scrimmage, intra-team competitions, and league games or competition allowed for low risk sports, but are discouraged if school is not conducting in person learning.

No tournaments allowed.

No spectators allowed except for one parent/guardian/caregiver for each minor-aged participant allowed. Spectators must maintain physical distance of at least six (6) feet between each person. No spectators allowed for participants 18 and older.

**MODERATE LEVEL COUNTY COVID ACTIVITY >25-75 cases/100K/14 days AND <5% positivity**

Attendance rosters should include group contact information. Each league, organization, or club must publish and follow a “return to play” safety plan. Any practice or training activities that can be done outdoors should be done outdoors.

Scrimmage, intra-team competitions, and league games allowed for both low and moderate risk sports. Scrimmage, intra-team competitions, but no competitions of any kind against other teams, allowed for high risk sports.

No tournaments allowed.

No spectators allowed except for one adult parent/guardian/caregiver for each minor-aged participant allowed. Spectators must maintain physical distance of at least six (6) feet between each person. No spectators allowed for participants 18 and older.

**LOW LEVEL COUNTY COVID ACTIVITY <25 cases/100K/14 days AND <5% positivity**

Attendance rosters should include group contact information. Each league, organization, or club must publish and follow a “return to play” safety plan. Any practice or training activities that can be done outdoors should be done outdoors.

Scrimmage, intra-team competitions, and league games allowed for low, moderate, and high risk sports.

Tournaments allowed. All teams and individuals participating in tournaments must reside in low level COVID activity counties.

Spectators to follow current gathering size limit in the Safe Start Plan.

A prohibition on tournaments for sporting activities does not include postseason, playoff, state or regional championship competitions sanctioned by a statewide interscholastic activities administrative and rule-making body that oversees competition in all counties in the state.



**Parks, Recreation and Facilities Department**

801 - 228<sup>TH</sup> AVENUE SE • SAMMAMISH, WASHINGTON 98075 • TEL 425-295-0500 • FAX 425-295-0600 • WWW.SAMMAMISH.US

Governor's Phase Plan Approach	City of Sammamish - Rentals
<b>Phase 1</b>	<b>No Rentals at City Facilities</b>
<b>Phase 2</b>	<b>Allow Rentals at Athletic Fields</b> under the new guidance from Governor's Office on Adult and Youth Sports <a href="https://www.governor.wa.gov/news-media/inslee-announces-updates-safe-start-reopening-plan">https://www.governor.wa.gov/news-media/inslee-announces-updates-safe-start-reopening-plan</a>
	<b>No Rentals at Picnic Shelters, Pavilion and Lodge</b>
<b>Phase 3</b>	<b>Allow Rentals at Athletic Fields</b> under the new guidance from Governor's Office on Adult and Youth Sports <a href="https://www.governor.wa.gov/news-media/inslee-announces-updates-safe-start-reopening-plan">https://www.governor.wa.gov/news-media/inslee-announces-updates-safe-start-reopening-plan</a>
	<b>Allow Rentals at Picnic Shelters and Pavilion</b> with 50 people or less
	<b>Allow Rentals at Beaver Lake Lodge</b> at reduced capacity between 25% - 50%
<b>Phase 4</b>	<b>Allow normal rental use at City Facilities with no restrictions.</b>

**Agenda Bill**  
 City Council Regular Meeting  
 October 20, 2020



<b>SUBJECT:</b>	Contract Renewal: Cityworks Software License Renewal	
<b>DATE SUBMITTED:</b>		
<b>DEPARTMENT:</b>	Information Technology (IT)	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to renew current Cityworks software license for another 12 months with a cost of \$69,300.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Azteca Systems Cityworks invoice INV2874</a> <a href="#">2. Exhibit 2 - 2021 Cityworks Renewal Quote</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$69,300.00	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	I.T. Repair & Maintenance -> 502-000-518-81-48-00	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Should the City of Sammamish continue our vendor partnership for the Cityworks Software System providing an enterprise wide asset management solution utilized by multiple City departments. Contract in the amount of \$69,300 for a term of 12 months?

**KEY FACTS AND INFORMATION SUMMARY:**

City departments utilize the Cityworks system within their daily operations to automate their daily activities managing City assets.

**FINANCIAL IMPACT:**

The renewed contract will not change financial impact to existing Cityworks Software System. Prior approved budget will be utilized with this contract for existing asset management software.

**OTHER ALTERNATIVES CONSIDERED:**

This contract licensing costs are population based. The City's growth over the past few years translates into a renewal cost over \$50K, requiring Council approval.



**Azteca Systems, LLC**  
 11075 South State Street, #24  
 Sandy, UT 84070  
 Phone: 801-523-2751 | Fax: 801-523-3734  
 billing@cityworks.com

# Invoice

**Date** 9/18/2020  
**Invoice #** INV2874  
**Acct. No.** C10358  
**Due Date** 10/18/2020  
**PO #**

**Bill To**  
 Sammamish (WA), City of  
 801 228th Ave SE  
 Sammamish WA 98075  
 United States

**Ship To**  
 Sammamish (WA), City of  
 United States

Item	Tax	Start Date	End Date	Amount
Server AMS Standard ELA	Yes	11/15/2020	11/14/2021	60,000.00
AMS Native Mobile Apps License	Yes	11/15/2020	11/14/2021	0.00
AMS Respond License	Yes	11/15/2020	11/14/2021	0.00
Storeroom License	Yes	11/15/2020	11/14/2021	0.00
Equipment Checkout License	Yes	11/15/2020	11/14/2021	0.00
Contracts License	Yes	11/15/2020	11/14/2021	0.00
Cityworks Analytics for AMS	Yes	11/15/2020	11/14/2021	0.00
Web Hooks	Yes	11/15/2020	11/14/2021	0.00
Cityworks for Excel	Yes	11/15/2020	11/14/2021	0.00
eURL License	Yes	11/15/2020	11/14/2021	0.00
Citizen Engagement API License	Yes	11/15/2020	11/14/2021	3,000.00
Workload	Yes	11/15/2020	11/14/2021	0.00

**Balance Due** 63,000.00  
**Tax Total (WA\_SAMMAMISH 10.0%)** 6,300.00  
**Total** 69,300.00  
**Amount Due** \$69,300.00

Remit Payment To:  
 Azteca Systems, LLC  
 FEIN: 81-3929341

By Check:  
 11075 South State Street, #24  
 Sandy, UT 84070

Electronic Instructions:  
 Bank: ZB, N.A. dba Zions Bank  
 Account #: 982578163  
 ABA/Routing Number: 124000054  
 SWIFT Code: ZFNBUS55

## Authorization To Pay

AMOUNT: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_



**Azteca Systems, LLC - Cityworks**  
 11075 S State St, Suite 24 | Sandy, UT 84070  
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-09387-1  
 Created Date 8/31/2020

**Contact Information**

Contact Name:	Brock McNairy	Prepared By Name:	Jenn Miya
Organization:	Sammamish (WA), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	801 228th Ave SE Sammamish, WA 98075	Prepared By Email:	jmiya@cityworks.com

**Quote Lines**

Product Name	Quantity	Net Unit Price
Server AMS Standard ELA	1.00	\$60,000.00
AMS Native Mobile Apps License	1.00	\$0.00
AMS Respond License	1.00	\$0.00
Storeroom License	1.00	\$0.00
Equipment Checkout License	1.00	\$0.00
Contracts License	1.00	\$0.00
Cityworks Analytics for AMS	1.00	\$0.00
Web Hooks	1.00	\$0.00
Cityworks for Excel	1.00	\$0.00
eURL License	1.00	\$0.00
Citizen Engagement API License	1.00	\$3,000.00
Workload	1.00	\$0.00
<b>TOTAL:</b>		\$63,000.00

**Maintenance Start Date:** 11/15/2020    **Maintenance End Date:** 11/14/2021

Quote Notes:

**Terms and Conditions**

Payment Terms  
 Payment due within 30 days

Authorized to Invoice 30 days prior to renewal.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**Draft**



**MINUTES**

**City Council Joint Meeting with the Planning Commission/  
Regular Meeting**

**5:00 PM - October 6, 2020**

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the joint meeting with the Planning Commission/ regular meeting of the Sammamish City Council to order at 5:00 p.m.

**Councilmembers Present:**

- Mayor Karen Moran
- Deputy Mayor Christie Malchow
- Councilmember Jason Ritchie
- Councilmember Kent Treen
- Councilmember Chris Ross
- Councilmember Ken Gamblin
- Councilmember Pam Stuart

**Staff Present:**

- City Manager David Rudat
- Director of Community Development David Pyle
- Deputy Director of Community Development Kellye Hilde
- Management Analyst Evan Fischer
- Planning Manager Miryam Laytner
- Management Analyst Sara Estiri
- Director of Parks, Recreation & Facilities Anjali Myer
- Director of Finance & Risk Management; Assistant City Manager Aaron Antin
- Director of Public Works Jeff Elekes
- Deputy Director of Public Works Cheryl Paston
- City Engineer Andrew Zagars
- Sr. Management Analyst Mike Sugg
- Assistant City Attorney Lisa Marshall
- City Clerk Lita Hachey
- Emergency Manager Andrew Stevens
- Communications Manager Celia Wu

**CALL TO ORDER**

**Draft**

**ROLL CALL**

---

Roll was called.

**Planning Commissioners present:**

Karthik Seetharaman, Planning Commissioner - Position 1  
 Mike Bresko, Planning Commissioner - Position 2  
 Josh Amato, Planning Commissioner - Position 4  
 Larry Crandall, Planning Commissioner - Position 5  
 Mark Baughman Chair, Planning Commissioner  
 Rituja Indapure, Vice-Chair, Planning Commissioner (arrived late)

**PLEDGE OF ALLEGIANCE**

---

Councilmember Kent Treen led the pledge.

**APPROVAL OF AGENDA**

---

**MOTION: Councilmember Ken Gamblin moved to remove Item # 5 - Discussion: Town Center Work Plan from the Agenda. Councilmember Chris Ross seconded. Motion carried 5-1 with Councilmember Kent Treen dissenting, Councilmember Pam Stuart absent.**

**MOTION: Councilmember Jason Ritchie moved to approve the agenda. Councilmember Kent Treen seconded. Motion carried unanimously 6-0 with Councilmember Pam Stuart absent.**

**JOINT MEETING WITH THE PLANNING COMMISSION**

---

**TOPICS**

---

**Discussion:** Proposed Docket Requests for the 2021 Comprehensive Plan and Development Regulation Amendment Process.

David Pyle, Director of Community Development, Miryam Laytner, Management Analyst and Evan Fischer, Management Analyst discussed the docket requests for the 2021 Comprehensive Plan and Development Regulations amendment process. The presentation is available here in the Document Center.

**Discussion:** Development Regulation Updates - Phase Two

David Pyle, Director of Community Development, Sara Estiri, Management Analyst and Jeff Arango, Framework Consulting, discussed the development regulations updates- phase two. The presentation is available here in the Document Center.

**Discussion:** King County Urban Growth Capacity Study

**Draft**

David Pyle, Director of Community Development, Kellye Hilde, Deputy Director of Community Development and Miryam Laytner, Management Analyst discussed the King County urban growth capacity study. The presentation is available here in the Document Center.

David Pyle, Director of Community Development gave a final statement about tonight's meeting. Mark Baughman, Planning Commission Chair

Link to the GMPC presentation on the County Wide Planning Processes and included in that are the growth target allocations:

GMPC presentation on Countywide Planning Processes, including growth target allocation.  
<https://www.kingcounty.gov/~media/depts/executive/performance-strategy-budget/regional-planning/GrowthManagement/GMPCMeeting093020/CPs-GMPC-093020.ashx?la=en>

Countywide Planning Policies  
<https://www.kingcounty.gov/depts/executive/performance-strategy-budget/regional-planning/CPs.aspx>

~~Discussion: Town Center Work Program~~

**This item was removed from the agenda.**

---

**INTERMISSION**

City Council took an Intermission break at 7:10 pm

---

**CITY COUNCIL REGULAR MEETING**

Mayor Karen Moran opened the Regular Meeting at 8:04 pm

---

**EMERGENCY MANAGEMENT**

Emergency Manager, Andrew Stevens gave a COVID-19 update.

---

**PUBLIC COMMENT**

**No public comments.**

---

**CONSENT CALENDAR**

**Payroll:** For the Period Ending October 6, 2020 For a Pay Date of September 20, 2020 in the Amount of \$479,445.58

**Draft**

**Claims:** For Period Ending October 6, 2020 In The Amount Of \$5,728,735.88 For Check No. 57952 Through 58133

**Approval:** Arts Commission Grant Program

**Approval:** Functional Emergency Plan Development Consultant Contract/Constant Associates

**Approval:** Supplemental Agreement #2: George Davis Creek Fish Passage Project/PBS Engineering and Environmental, Inc.

**Minutes:** For the September 1, 2020 Regular Meeting

**Notes:** For the September 8, 2020 Study Session

**Minutes:** For the September 15, Regular Meeting

**MOTION: Councilmember Kent Treen moved to approve the consent agenda. Deputy Mayor Christie Malchow seconded. Motion carried unanimously 7-0.**

**PRESENTATIONS / PROCLAMATIONS**

---

**Proclamation:** Domestic Violence Action Month (October)

Councilmember Chris Ross read the proclamation on Domestic Violence Action Month for October.

**Proclamation:** Breast Cancer Awareness Month (October)

Deputy Mayor, Christie Malchow read the proclamation for Breast Cancer Awareness Month of October.

**Mayor Karen Moran acknowledged that the week of October 12 - 16, 2020 is Affordable Housing Week.**

**PUBLIC HEARINGS**

---

**Public Hearing:** Authorizing The City Manager And The Director Of Community Development To Grant Exceptions To The Duration And Frequency Requirements Set Forth In Sammamish Municipal Code 21A.70.195(2) For Temporary Encampments, Providing For Severability, Declaring An Emergency, And Establishing An Immediate Effective Date

Mike Sugg, Senior Management Analyst and David Pyle, Director of Community Development gave a staff update on the ordinance to grant an exception to the duration and frequency requirements set forth in the Sammamish Municipal Code 21A.70.195(2) For Temporary Encampments.

Public Hearing was closed at 8:29 pm with no comments.

**Draft**

**MOTION:** Councilmember Pam Stuart moved to authorize the City Manager and the Director of Community Development to grant exceptions to the duration and frequency requirements set forth in Sammamish Municipal Code 21A.70.195(2) For Temporary Encampments. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.

**UNFINISHED BUSINESS**

---

**NEW BUSINESS**

---

**Discussion:** CARES Act Implementation

Mike Sugg, Senior Management Analyst gave a staff update on the CARES Act Implementation.

**MOTION:** Deputy Mayor Christie Malchow moved to direct the City Manager to submit the EF&R COVID-19 related expenses, and to include any other documented COVID-19 related expenses as determined by staff, to the State Department of Commerce for full reimbursement of the City's allotment of Coronavirus Relief Funds totaling \$2,898,450. and as amended, to require a monthly report from staff on all expenses and spending on Covid including PPE, IT, costs related to physical workplace changes, money allocated to Human Services specifically for COVID-19 relief (not the regular budgeting for human services) and money allocated to other aid like small business and not for profit grants. And require that the full \$\$2,898,450 be spent on only the above COVID-19 relief.

Councilmember Chris Ross seconded. Motion carried unanimously 7-0.

**MOTION:** Councilmember Pam Stuart moved to amend the main motion to require a report bi- weekly from staff on all expenses and spending on Covid including PPE, IT, costs related to physical workplace changes, money allocated to Human Services specifically for COVID-19 relief (not the regular budgeting for human services) and money allocated to other aid like small business and not for profit grants. And require that the full \$\$2,898,450 be distributed to these organizations, causes, and needs by 1/31/2021. Councilmember Jason Ritchie seconded.

Councilmember Pam Stuart withdrew her amendment.

**MOTION:** Councilmember Pam Stuart moved to amend the main motion to require monthly reporting from staff on all expenses and spending on Covid including PPE, IT, costs related to physical workplace changes, money allocated to Human Services specifically for COVID-19 relief (not the regular budgeting for human services) and money allocated to other aid like small business and not for profit grants. And require that the full \$\$2,898,450 be distributed to these organizations, causes, and needs by 10/31/2021. Councilmember Jason Ritchie seconded. Motion failed 1-6 with Mayor Karen Moran, Deputy Mayor Christie Malchow, Councilmember Jason Ritchie, Councilmember Kent Treen, Councilmember Chris Ross, and Councilmember Ken Gamblin dissenting.

Amendment failed by a vote of 1 - 6.

**Draft**

**MOTION:** Councilmember Pam Stuart moved to amend the main motion to require a monthly ~~from staff~~ on all expenses and spending on Covid including PPE, IT, costs related to physical workplace changes, money allocated to Human Services specifically for COVID-19 relief (not the regular budgeting for human services) and money allocated to other aid like small business and not for profit grants. And require that the full \$2,898,450 be spent on only the above COVID-19 relief.

Mayor Karen Moran seconded. Motion carried unanimously 7-0.

Amendment passed by a vote of 7 - 0 and was added to the MAIN MOTON at the beginning of these motions.

**Discussion:** Small Business & Nonprofit Grant Funding

Mike Sugg, Senior Management Analyst gave a staff report on the small business and nonprofit grant funding.

Council directed staff to come back with additional information and updates at the next Council meeting.

**MOTION:** Deputy Mayor Christie Malchow moved to extend the meeting until 11:00 pm. Councilmember Chris Ross seconded. Motion carried 6-1 with Councilmember Kent Treen dissenting.

**COUNCIL REPORTS/ CITY MANAGER REPORT - NONE**

---

**EXECUTIVE SESSION – NONE**

---

**ADJOURNMENT**

---

The meeting adjourned at 10:18 pm.

**MOTION:** Councilmember Kent Treen moved to adjourn. Mayor Karen Moran seconded. Motion carried unanimously 7-0.

---

Lita Hachey, City Clerk

---

Karen Moran, Mayor

**Draft**



## NOTES

### City Council Study Session

---

**6:30 PM - October 13, 2020**

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the study session of the Sammamish City Council to order at 6:30 p.m.

#### EXECUTIVE SESSION

---

Potential Litigation pursuant to RCW 42.30.110(1)(iii) and Litigation pursuant to RCW 42.30.110(1)(i)

City Council retired to an Executive Session at 6:49 pm and returned at 7:50 pm with no action.

#### PUBLIC COMMENT

---

**Mary Wictor, Sammamish, WA** - spoke regarding salmon, safety, Stormwater CIP's and Citizen support for a non-motorized project along Louis Thompson Road. Submitted written comments and a presentation that are available upon request to the City Clerk at [lhachey@sammamish.us](mailto:lhachey@sammamish.us).

**Aurora Merchant, Sammamish, WA** - spoke regarding property along the E. Lake Sammamish Trail.

#### TOPICS

---

**Discussion:** 2021-2022 Preliminary Budget Review

Dave Rudat, City Manager and Aaron Antin, Director of Finance & Risk Management-Assistant City Manager led the discussion on the 2021-2022 Preliminary Budget review and showed a presentation. Presentation is available in the [Document Center here](#).

#### COUNCIL REPORTS/ CITY MANAGER REPORT

---

**Report:** Deputy Mayor Christie Malchow submitted a written report.

**Report:** Councilmember Pam Stuart submitted a written report.

#### ADJOURNMENT

---

The meeting adjourned at 10:05 pm.



Sammamish, Washington  
**Proclamation**  
**Mayor's Day of Concern**  
**October 30 & 31, 2020**



- WHEREAS,** East King County cities, Bellevue, Issaquah, Kirkland, Redmond, and Sammamish, recognize adequate nutrition as a basic goal for each community member; and
- WHEREAS,** Food insecurity occurs when individuals or households lack reliable access to a sufficient quantity of affordable, nutritious food.
- WHEREAS,** No parent should have to see their child hungry, no baby should be without the comfort of the feedings needed for mental and physical growth, no elderly person's health should be jeopardized by lack of appropriate foods; and
- WHEREAS,** With the onset of the COVID-19 pandemic and the implementation of strategies to slow the spread of COVID-19 in the community that have led to business and school closures, food insecurity has increased in King County.
- WHEREAS,** Food insecurity has almost doubled during the pandemic.
- WHEREAS,** Food needs are now one of the most common reason for King County residents' calls seeking assistance with social services this past year.
- WHEREAS,** Latinx, Black, and Native Hawaiian/Pacific Islander populations are disproportionately represented among callers seeking food assistance.
- WHEREAS,** Food banks, emergency and hot meal programs working with our cities, local churches, social service agencies, and hundreds of volunteers are striving day in and day out to stem the rising needs, however still more help is needed; and
- WHEREAS,** we believe that when residents hear of the especially desperate needs in our communities as winter approaches and the increased rates of unemployment impact people's ability to cover rental costs - leaving even less money for monthly food purchase, an outpouring of community assistance will follow.
- WHEREAS,** the Cities of Kirkland, Redmond, Bellevue, Issaquah, and Sammamish would like to support all member of our community

**NOW, THEREFORE** October 30<sup>th</sup> and 31st is hereby proclaimed to be the Mayor's Day of Concern for Community Member Experiencing Food Insecurities and strongly urge all citizens to support local food banks and meal programs, Hopelink, Issaquah Food & Clothing Bank, and Open Kitchen, to "share what they can" to nourish those who are hungry.

*IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Sammamish 20th day of October 2020.*

\_\_\_\_\_  
 Mayor, Karen Moran



# Agenda Bill

City Council Regular Meeting  
October 20, 2020



<b>SUBJECT:</b>	Presentation and Discussion: King County Charter Amendment No. 5 - Making the King County Sheriff an Appointed Position	
<b>DATE SUBMITTED:</b>	October 12, 2020	
<b>DEPARTMENT:</b>	Council	
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	1. Listen to the presentations in support of and in opposition to King County Charter Amendment No. 5; and 2. Discuss whether to take a position on the ballot measure.	
<b>EXHIBITS:</b>		
<b>BUDGET:</b>		
Total dollar amount	<input type="checkbox"/> <b>Approved in budget</b>	
Fund(s)	<input type="checkbox"/> <b>Budget reallocation required</b>	
	<input checked="" type="checkbox"/> <b>No budgetary impact</b>	
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input checked="" type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**KEY FACTS AND INFORMATION SUMMARY:**

Please see the [King County Elections webpage](#) for complete information about this ballot measure.

On October 20, 2020, the City Council will receive presentations from parties in favor of and in opposition to King County Charter Amendment No. 5, which is a ballot measure asking whether to make the King County Sheriff an appointed position. The Council has invited the following individuals to present their viewpoints:

- **Presentation in Support:** Kinnon Williams
- **Presentation in Opposition:** Kathy Lambert

Following the presentations, the Council can determine whether to take a position on the ballot measure. The position may be approved by motion and should include a brief explanation of why the Council is taking the position. Staff will disseminate this information to residents prior to the November 3 election.

# Agenda Bill

City Council Regular Meeting  
October 20, 2020



<b>SUBJECT:</b>	Artwork representing Civil Liberties and Racial/Social Justice	
<b>DATE SUBMITTED:</b>	October 13, 2020	
<b>DEPARTMENT:</b>	Parks, Recreation & Facilities	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Shall City Council authorize the Arts Commission to develop a Call for Proposals on one of the artwork concepts presented?	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Artwork Representing Civil Liberties and Racial-Social Justice - Presentation</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$125,000 allowance based on previous projects.	<input type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	\$50,000 - Arts Section - Professional Services - 001-076-573-20-41-00	<input checked="" type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input checked="" type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall City Council authorize the Arts Commission to develop a Call for Proposals on one of the artwork concepts presented?

**KEY FACTS AND INFORMATION SUMMARY:**

On June 16, 2020 Mayor Moran sought the Council's feedback on the idea of commissioning artwork to represent the civil liberties and racial and social justice for which Sammamish stands. City Council voted unanimously that night to direct staff and the Arts Commission to research artwork that will represent Civil Liberties and Racial/Social Justice.

For the last couple months, the Arts Commission has met multiple times to narrow down the scope and type of artwork concept to represent civil liberties and racial/social justice. The Arts Commission's goal for the project is to have an art piece that is everlasting and makes a statement.

The scope of work of would focus on the four interrelated principles of social justice:

- Participation - Enable people to participate in decisions which affect their lives.
- Access - Ensure all people have access to goods and services regardless of age, gender, ethnicity, religion, sexual orientation, etc.
- Equity - To ensure fair distribution of available resources across society.
- Rights - To protect individual liberties to information about circumstances and decisions affecting them.

These four principles will shape the scope of work for and allow artist(s) to provide great ideas/designs of work to choose from. Full design and ideas around selected concept would be given to the artist or group during the "Call for Proposals" because of their professional experience creating such installations. This allows the Commission and Council to review and select from variety of options that artist or groups have submitted.

The Arts Commission is presenting 3 options for the artwork:

**Option 1 - Labyrinth Concept with a Centerpiece Sculpture**

- Labyrinth concept provides an interactive maze or singular path with possible options to have questions/history and/or artwork within each section
- The 4 sides of the labyrinth would represent the four interrelated principles of Social Justice
- Centerpiece sculpture (small- medium size) focused on principles with the meaning of wholeness/unity

**Option 2 - Sculpture or Permanent Structure**

- Permanent Art Structure or Sculpture representing 4 interrelated principles of Social Justice
- Specific designs and ideas would be suggested by artist(s) or groups applying through "Call for Proposals"
- Interactive element if possible

**Option 3 - Permanent Structure of Children Playing/Together**

- Artwork design would be specifically focused on Children playing and being together
- Representing 4 interrelated principles of Social Justice

The Commission would like to recommend moving forward with an artwork idea of the Labyrinth Concept with a Centerpiece Sculpture. The labyrinth concept would provide an interactive element to the art piece and the sculpture in the center would bring the artwork altogether.

**Community Involvement**

The Arts Commission carried out a survey to the community to gauge opinions and feedback on artwork representing Civil Liberties & Racial/Social Justice. The survey was conducted on Connect Sammamish from July 19th – August 17th. The Commission received 19 responses on questions ranging from what words, images and or symbols do you associate with social justice to what space/site in the City would be appropriate for a visual statement related to social justice and civil rights. This community feedback was useful for the Commission to work off of.

The Commission will seek partnerships for possible funding options after the "Call for Proposals" process. Please see the Financial Impact section of this agenda bill for details.

**Location**

A proposed location of this art piece is somewhere within the Sammamish Commons. It is the preferred space because of its central location and a frequented area for the public to visit. The specific location within the Sammamish Commons has not been determined. This would need to be vetted further based on the current and future anticipated use of the spaces within the commons.

**Possible Next Steps**

If the Council would like to move forward with one of the options presented, the next steps for staff and the Commission would be a Call for Proposals.

\* The Call for Proposals would include concept designs focused on the scope of work for the selected option. Full design and ideas around selected concept would be given to the artist or group during the "Call for Proposals" because of their professional experience creating such installations.

- The proposals would be received and analyzed by the Commission.
- A maximum of 3 proposals will be selected to move forward. (This number is arbitrary and will be based on the number of submissions and the Commission's decision)
- The (3) artists will be asked to submit a scale model of their concept. A stipend of \$250 will be given to each of the finalists along with a deadline for submission. These models will be presented to the Arts Commission for their evaluation and to City Council with an Arts Commission recommendation.

\* Commission will work with staff to finalize specific location within the Sammamish Commons.

\* Commission will present finalists with scale models of designs to the Council for their feedback and selection of artist(s)/group to move forward with on the project.

\* Commission will seek partnerships for possible funding for the artwork. Recognition on the artwork with a plaque or signage would be available for any contribution to the project.

#### **FINANCIAL IMPACT:**

Recent projects of this nature have demonstrated that costs for a meaningful piece of art could be in the neighborhood of \$100,000 to \$150,000 including associated site improvement costs and all expenses related to design, fabrication, transportation, and installation of the art itself.

\$50,000 is available for this project, under Professional Services of the 'Arts Section' in the 2020 Parks & Recreation budget. The Commission will pursue possible funding options through a community fundraising effort after the "Call for Proposals" process.

Additional money could potentially come from the Arts Commission budget after factoring in funds already committed for other projects. Unexpended funds (due to the pandemic) from professional services of the 'Recreation Section' of the 2020 Parks and Recreation budget could also be carried forward for this project.

Staff's role is that of a liaison to the Arts Commission. Based on the extent of support needed for this project, it is possible that additional staff or consultant time will be necessary, resulting in more costs.



# Artwork Representing Civil Liberties and Racial/Social Justice

---

**Ideas for City Council  
Consideration & Feedback  
October 20, 2020**



# Presentation Topics

- Introduction
- Options
- Location
- Budget
- Community Involvement / Partnership
- Direction



# Introduction

## Permanent Artwork to represent Civil Liberties and Racial/Social Justice

### Recap

- June 16, 2020 – Council directed Commission to research artwork ideas for this project.
- Community Survey from July 19<sup>th</sup> – August 17<sup>th</sup>.
- Narrowed down location area for artwork.
- Narrowed down options of concept ideas for a Call for Proposals.
- Developed possible budget.



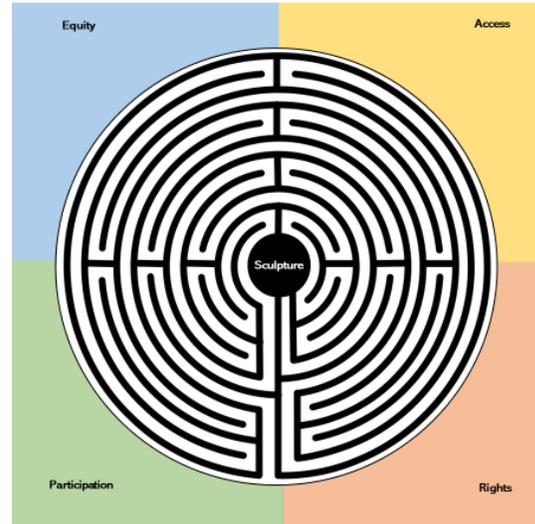
# Option 1

## Labyrinth Concept with a Centerpiece Sculpture

- Provide interactive maze or single path with possible options to have questions/history and/or artwork with each section
- Representing 4 interrelated principles of Social Justice: Equity, Participation, Rights and Access
- Centerpiece sculpture focused on principles with the meaning of wholeness/unity

## Budget

- \$100,000 includes all associated costs related to design, fabrication, transportation and installation
- \$25,000 - associated site improvement



# Option 2

## Sculpture or Permanent Structure

- Representing 4 interrelated principles of Social Justice: Equity, Participation, Access and Rights
- Interactive element if possible

## Budget

- \$100,000 - includes all associated costs related to design, fabrication, transportation and installation
- \$25,000 - associated Site Improvement



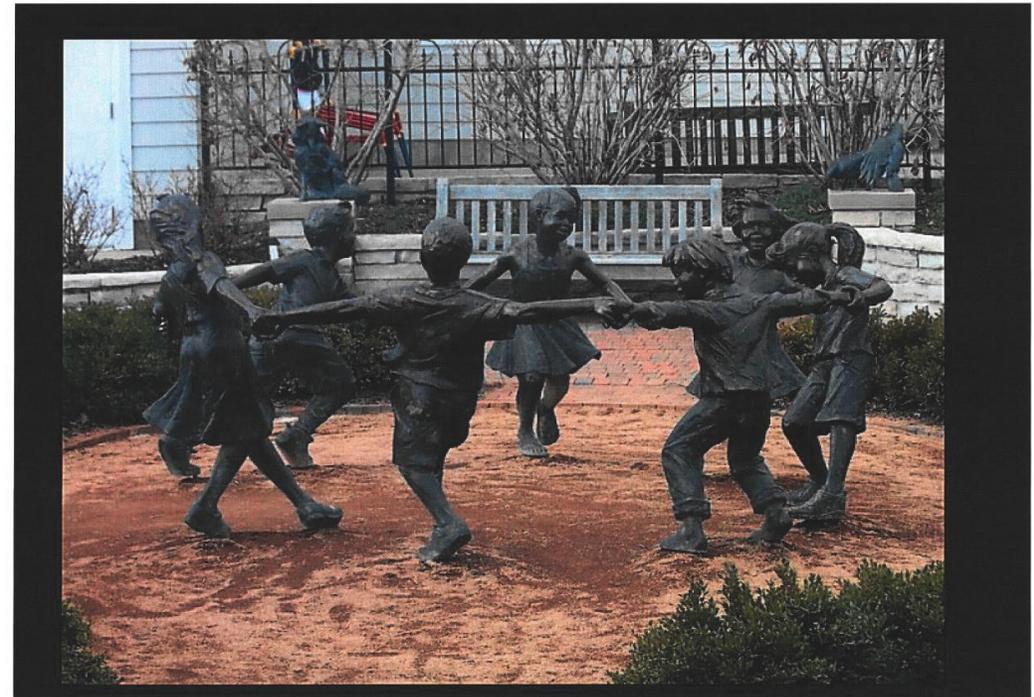
# Option 3

## Permanent Structure of Children Playing/Together

- Artwork specifically focused on children playing and being together
- Representing 4 interrelated principles of Social Justice: Equity, Participation, Access and Rights

### Budget

- \$100,000 - includes all associated costs related to design, fabrication, transportation and installation
- \$25,000 - associated Site Improvement



# Location

## Sammamish Commons

- Centralized location in Sammamish
- Few possible locations within the area
- Commission would vet locations with Parks Planning on what can work



# Budget

## 2020 Budget

- Arts Commission – Professional Services - \$50,000
- Purse funding options through partnerships and community

## Additional Options

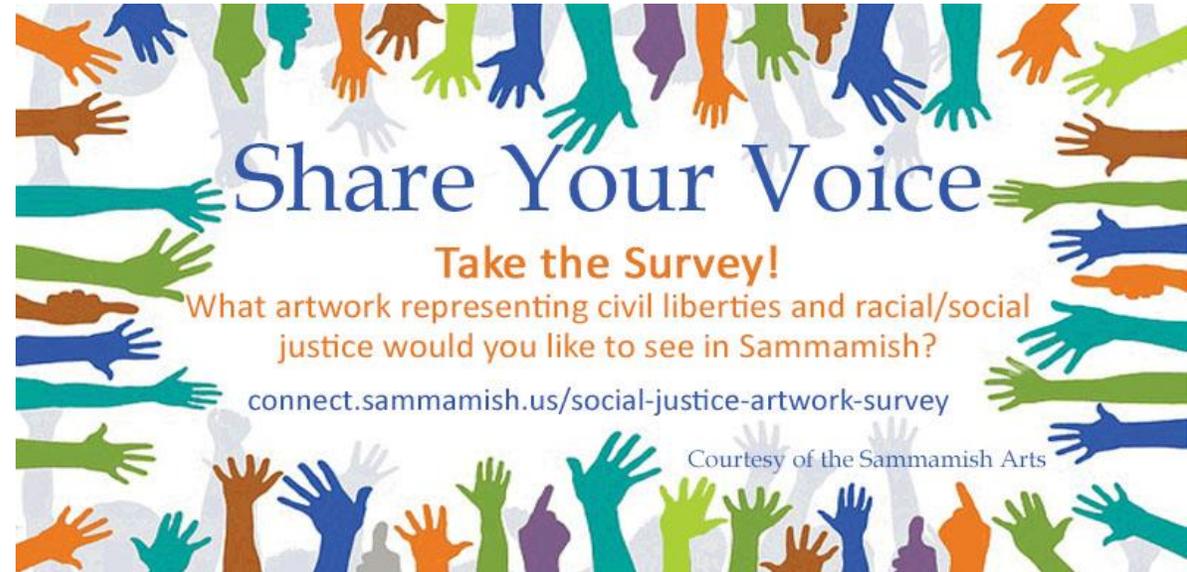
- Unexpended funds from 2020 Recreation Budget could be carried forwarded for this project
- Potential of additional funding from Arts Commission budget after the review of funds committed to other projects



# Involvement

## Community

- Completed Survey with questions and input
  - July 19<sup>th</sup> – August 17<sup>th</sup> on Connect Sammamish
  - 19 responses
- Possible involvement with evaluating and selecting Artists or Groups



## Partnership

- Will seek partnership for funding options

# Arts Commission Recommendation

- Option 1**
- Labyrinth Concept with Centerpiece Sculpture
    - Total Budget - \$125,000

- Option 2**
- Sculpture or Permanent Structure
    - Total Budget - \$125,000

- Option 3**
- Permanent Structure of Children Playing/Together
    - Total Budget - \$125,000

## Possible Next Steps:

- Develop “Call for Proposals” focused on concept option that Council selects
- Seek partnerships for possible funding
- Commission works with Staff to finalize location
- Art Commissioners evaluate design proposals
- Present Finalists to Council for selection and approval

*Full design and ideas around selected concept would be given to the artist(s) or group during the "Call for Proposals" because of their professional experience creating such installations.*

## Direction from City Council:

**Does the City Council authorize Arts Commission and Staff to develop a “Call of Proposals”:**

- Option 1 - Labyrinth Concept with a Centerpiece Sculpture OR
- Option 2 - Sculpture or Permanent Structure OR
- Option 3 - Permanent Structure of Children Playing/Together

**Does the City Council approve a budget allowance:**

- \$125,000 or another amount in the budget for this Artwork
- Source of funding is from 2020 Budget and potential funding from partnerships and community

## Additional Information:

**Final approval on concept, design and artist selection will come from the Council**

**Agenda Bill**  
**City Council Regular Meeting**  
**October 20, 2020**



<b>SUBJECT:</b>	Public Hearing on Ordinance No. O2020_XXXX Granting To Comcast Cable Communications, LLC, The Right, Privilege, Authority And Franchise To Construct, Operate, Maintain, Reconstruct, Repair And Upgrade The Cable System Upon, Over, Under, Along, Across And Through The Franchise Area For The Purpose Of Providing Cable Services; Providing For Severability; And Establishing An Effective Date.	
<b>DATE SUBMITTED:</b>	October 02, 2020	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Open the public hearing regarding Ordinance No. O2020_XXXX	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Comcast Franchise Agreement</a> <a href="#">2. Exhibit 2 - Comcast Franchise Presentation</a>	
<b>BUDGET:</b>		
Total dollar amount	\$0	<input type="checkbox"/> <b>Approved in budget</b>
Fund(s)	N/A	<input type="checkbox"/> <b>Budget reallocation required</b>
		<input checked="" type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**  
 Should the City Council open the public hearing regarding entering in to a franchise agreement with Comcast Cable Communications, LLC as outlined in the proposed Ordinance No. O2020\_XXXX

**KEY FACTS AND INFORMATION SUMMARY:**  
 The City has been without a franchise agreement with Comcast Cable Communications, LLC since August 31, 2004. Prior to August 31, 2004, the City had been operating under the franchise negotiated by King County in 1996 (see [Ordinance No. 99-09](#)). To date, Comcast has been operating under the expired 1996 franchise and the City has been collecting its 5% franchise fee on a quarterly basis (roughly \$200,000/quarter).

This ordinance establishes a non-exclusive franchise agreement with Comcast Cable Communications, LLC for a fiber-optic based cable system. Franchise agreements are powerful tools in managing the occupants within our public right of ways (ROW). Franchise agreements are important as they clearly define what a franchise can and cannot do within the City's ROW.

A franchise agreement is basically a contract between a city or county and a public or private utility provider who needs the public rights-of-way to deliver its services. Utilities including; water and sewer distribution systems, natural gas distribution systems, fiber optic cables, electrical cables, and wireless phone systems, all rely on public ROWs for getting their services to businesses and residents. A franchise agreement covers a wide range of topics, such as permitting procedures, notice requirements before digging in the ROWs, insurance and indemnification, length of the franchise, and any applicable costs, fees, or tax arrangements. The purpose of this franchise agreement would be to grant Comcast Cable Communications, LLC the right, privilege, authority, and franchise to construct, operate, maintain, reconstruct, repair, and upgrade their cable system upon, over, under, along, across, and through the franchise area for the purpose of providing cable services.

City staff and City attorneys have been working diligently with Comcast Cable Communications, LLC on a new, non-exclusive franchise agreement for a cable system. The franchise agreement would have an initial term of 10 years and would automatically renew for up to 3 additional 5-year periods. Staff recommends opening a public hearing regarding the Ordinance entering into a franchise agreement with Comcast Cable Communications, LLC.

#### **FINANCIAL IMPACT:**

No financial impact associated with this item.

#### **OTHER ALTERNATIVES CONSIDERED:**

Council may choose not to adopt the ordinance establishing a franchise agreement, limiting the services that may be provided within the City right-of-way.

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[City of Sammamish Comprehensive Plan- Utilities](#)

GOAL UT.1: Ensure development and the maintenance of all utilities at levels of service adequate to accommodate existing and projected growth.

- Policy UT1.2- Utilize franchise agreements with private utility providers and inter-local agreements with public utility providers as a means to protect and advance adopted City goals and policies.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2020-\_\_\_\_\_**

---

**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, GRANTING TO COMCAST CABLE  
COMMUNICATIONS, LLC, THE RIGHT, PRIVILEGE,  
AUTHORITY AND FRANCHISE TO CONSTRUCT,  
OPERATE, MAINTAIN, RECONSTRUCT, REPAIR AND  
UPGRADE THE CABLE SYSTEM UPON, OVER, UNDER,  
ALONG, ACROSS AND THROUGH THE FRANCHISE AREA  
FOR THE PURPOSE OF PROVIDING CABLE SERVICES;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

WHEREAS, Comcast Cable Communications, LLC (“Grantee”), has applied to the City to construct, install, maintain, repair, and operate a fiber optic-based cable system within the public rights-of-way of the City; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming (including public, educational and Governmental Access programming) and quality Customer service; and

WHEREAS, Grantee represents that it has the legal, technical, and financial qualifications to operate in the rights-of-way of the City as a cable company within the meaning of RCW 35.99.010; and

WHEREAS, based on representations and information provided by Grantee, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive Franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, in consideration of the mutual promises made herein, and other good and valuable consideration as provided herein, the receipt and adequacy of which are hereby acknowledged;

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

**Section 1. Grant of Franchise to Comcast Cable Communications, LLC.** The City of Sammamish hereby grants a nonexclusive cable franchise to Comcast Cable Communications, LLC and authorizes the City Manager to execute the “Acceptance of Franchise” attached as Exhibit A to the “Cable Franchise Agreement Between City of Sammamish, Washington and Comcast Cable Communications, LLC,” which is attached hereto as Exhibit A and by this reference fully incorporated herein.

**Section 2. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 3. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Karen Moran

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Lita Hachey, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:

First Reading:

Public Hearing:

Passed by the City Council:

Date of Publication:

Effective Date:

Table of Contents.

ARTICLE 1. DEFINITIONS.....6

ARTICLE 2. FRANCHISE GRANT.....11

2.1 Grant.....11

2.2 Use of Public Rights-of-Way.....12

2.3 Term.....13

2.4 Franchise Nonexclusive.....14

2.5 Grant of Other Franchises.....14

2.6 Familiarity with Franchise.....15

2.7 Effect of Acceptance.....15

2.8 Police Powers.....15

2.9 Franchise Area.....14

2.10 Reservation of Rights.....16

ARTICLE 3. FRANCHISE FEE AND FINANCIAL CONTROLS.....16

3.1 Franchise Fee.....16

3.2 Payments.....16

3.3 Acceptance of Payments.....16

3.4 Franchise Fee Reports.....17

3.5 Audits.....17

3.6 Financial Records.....17

3.7 Underpayments.....17

3.8 Maximum Franchise Fee.....18

3.9 Payment on Termination.....18

3.10 Additional Compensation.....18

3.11 Tax Liability.....18

ARTICLE 4. ADMINISTRATION AND REGULATION.....18

4.1 Rates and Charges.....19

4.2 No Rate Discrimination.....19

4.3 Filing of Rates and Charges.....19

4.4 Time Limits Strictly Construed.....20

4.5 Performance Evaluation.....20

4.6 Leased Access Channel Rates.....20

4.7 Late Fees.....20

ARTICLE 5. FINANCIAL AND INSURANCE REQUIREMENTS. ....	21
5.1 Indemnification.....	21
5.2 Insurance Requirements.....	23
5.3 Security.....	24
ARTICLE 6. CUSTOMER SERVICE.....	25
6.1 Customer Service Standards.....	25
6.2 Subscriber Privacy.....	25
6.3 Customer Service Agreement and Manual.....	25
ARTICLE 7. REPORTS AND RECORDS.....	26
7.1 Open Records.....	26
7.2 Confidential / Proprietary Information.....	27
7.3 Inspection of Facilities and Annual Meeting.....	27
7.4 False Statements.....	28
ARTICLE 8. PROGRAMMING.....	28
8.1 Broad Programming Categories.....	28
8.2. Deletion of Broad Programming Categories.....	28
8.3 Obscenity.....	28
8.4 Services for the Disabled.....	28
8.5 Parental Control Device.....	29
8.6 New Technology.....	29
ARTICLE 9. GOVERNMENTAL ACCESS.....	29
9.1 Access Channels.....	29
9.2 Management and Control of Access Channel.....	29
9.3 Underutilized Access Channel.....	30
9.4 Access Channel Return Line.....	30
9.5 Support for Access Capital Costs.....	30
9.6 Technical Quality.....	31
ARTICLE 10. GENERAL PUBLIC RIGHT-OF-WAY USE AND CONSTRUCTION.....	31
10.1 Construction.....	31
10.2 Location of Facilities.....	32
10.3 Restoration of Public Rights-of-Way.....	32
10.4 Maintenance and Workmanship.....	33
10.5 Acquisition of Facilities.....	33
10.6 Reservation of Public Rights-of-Way.....	33

10.7	Public Rights-of-Way Vacation.....	34
10.8	Removal of Discontinued Facilities.....	35
10.9	Hazardous Substances. ....	35
10.10	Undergrounding of Cable. ....	35
10.11	Codes. ....	37
10.12	Construction and Use of Poles.....	37
10.13	Tree Trimming.....	37
10.14	Standards.....	37
10.15	Stop Work.....	38
10.16	Work of Contractors and Subcontractors. ....	38
10.18	Pole Transfers. ....	38
10.19	Strand Mounted WiFi Facilities.....	39
	ARTICLE 11. CABLE SYSTEM DESIGN.....	39
11.1	Cable System Specifications.....	39
11.2	Closed Captioning. ....	40
11.3	No Income Discrimination. ....	40
	ARTICLE 12. TECHNICAL STANDARDS.....	40
12.1	Technical Performance. ....	40
12.2	Cable System Performance Testing.....	40
12.3	Additional Tests.....	41
	ARTICLE 13. SERVICE EXTENSION. ....	41
13.1	Service Availability.....	41
	ARTICLE 14. STANDBY POWER AND EMERGENCY ALERT SYSTEM. ....	42
14.1	Standby Power.....	42
14.2	Emergency Alert Capability.....	42
	ARTICLE 15. FRANCHISE BREACHES: TERMINATION OF FRANCHISE.....	43
15.1	Procedure for Remediating Franchise Violations.....	43
15.2	Alternative Remedies.....	44
15.3	Assessment of Liquidated Damages.....	45
15.4	Revocation.....	46
15.5	Abandonment; Purchase of the Cable System.....	47
	ARTICLE 16. FRANCHISE TRANSFER.....	48
16.1	Transfer of Ownership or Control.....	48
	ARTICLE 17. PROHIBITED PRACTICES AND NOTICES.....	49

17.1	Preferential or Discriminatory Practices Prohibited.....	49
17.2	Notices.....	50
ARTICLE 18. MISCELLANEOUS PROVISIONS.....		50
18.1	Cumulative Rights.....	50
18.2	Costs to be Borne by Grantee.....	51
18.3	Binding Effect.....	51
18.4	Authority to Amend.....	51
18.5	Venue.....	51
18.6	Governing Laws.....	51
18.7	Captions.....	51
18.8	No Joint Venture.....	51
18.9	Waiver.....	52
18.10	Severability.....	52
18.11	Compliance with Federal, State and Local Laws.....	52
18.12	Force Majeure.....	52
18.13	Entire Agreement.....	53
18.14	Attorneys' Fees.....	53
18.15	Action of the City or Grantee.....	53
18.16	Acceptance.....	53
ARTICLE 19. EFFECTIVE DATE.....		53

#### ARTICLE 1. DEFINITIONS.

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations where capitalized have the meanings given herein. Words not defined herein have the meaning given in Title 14A or elsewhere in the Sammamish Municipal Code. Words not defined herein have the meaning given pursuant to such federal or State statutes, rules, or regulations that apply to and regulate the services provided by Grantee. Words not otherwise defined have their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation, or rule referred to herein are renumbered, then the reference is intended to refer to the renumbered provision.

“Access” or “Access Programming” includes Governmental Access and means the availability for Noncommercial use by various governmental and educational agencies, institutions and organizations, in the community, including the City and its designees, of

particular channels on the Cable System to receive and distribute Video Programming to Subscribers, as permitted under applicable law.

“Access Channel” means any Channel or portion thereof, designated for Noncommercial Access purposes or otherwise made available to facilitate Access programming.

“Activation” or “Activated” means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of Cable System equipment other than Subscriber premise equipment, whether hardware or software.

“Affiliated Entity” or “Affiliate” when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control of Grantee and its successor entities.

“Bad Debt” means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

“Basic Service” means any Cable Service Tier that includes, at a minimum, the retransmission of local television Broadcast Signals.

“Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience and received by a Cable System off-the-air by antenna, microwave, satellite dishes or any other means.

“Cable Act” means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto.

“Cable Operator” means any Person or group of Persons, including Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of the Cable System.

“Cable Service” means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other programming service.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. Section 201 et seq.), except that such facility shall be considered a cable system (other

than for purposes of Section 621(c) (47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems. When used herein, the term “Cable System” shall mean Grantee’s Cable System in the Franchise Area unless the context indicates otherwise.

“Capital Contribution” means a fee required by this Franchise for government access facilities pursuant to 47 U.S.C 542(g)(2)(C).

“Channel” means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.

“City” means the City of Sammamish, Washington, a municipal corporation, of the State of Washington.

“Customer Service Representative” (or “CSR”) shall mean any person employed by Grantee to assist, or provide service to, Customers, whether by answering public telephone lines, writing service or installation orders, answering Customer questions, receiving and processing payments, or performing other Customer service-related tasks.

“Designated Access Provider” means the entity or entities designated by the City to manage or co-manage Public, Educational or Governmental Access Channels and facilities. The City may be a Designated Access Provider.

“Dwelling Unit” means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.

“Expanded Basic Service” means cable programming services not included in the Basic Service and excluding premium or pay-per-view services.

“FCC” means the Federal Communications Commission or its lawful successor.

“Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying electric lightwave pulses.

“Franchise” means the document, in which this definition appears, that is executed between the City and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.

“Franchise Area” means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

“Franchise Fee” includes any tax, fee or assessment of any kind imposed by the City on Grantee or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:

Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment on both utilities and Cable Operators or their services, but not including a tax, fee, or assessment that is unduly discriminatory against Cable Operators or Subscribers);

Capital costs that are required by this Franchise to be incurred by Grantee for Educational or Governmental Access facilities, including the support required in Section 9.5;

Requirements or charges incidental to the awarding or enforcing of this Franchise, including but not limited to, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or

Any fee imposed under Title 17, United States Code.

“Governmental Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

“Grantee” means Comcast Cable Communications, LLC or its lawful successor, transferee or assignee.

“Gross Revenues” means any and all revenue derived directly or indirectly by Grantee, or by Grantee’s Affiliates, from the operation of Grantee’s Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly and other fees charged Subscribers for Cable Services including Basic Service, Expanded Basic Service, any expanded Tiers of Cable Service, other Tiers of Cable Service, optional Premium Service, pay-per-view and per-program Channels, Cable Service installation, disconnection, reconnection and change-in-service fees, fees for service calls, Leased Access Channel fees, remote control rental fees, late fees and administrative fees or other consideration received by Grantee from programmers for carriage of Cable Services on the Cable System and recognized as revenue under generally accepted accounting principles (GAAP), revenues from rentals of converters or other Cable System equipment, advertising sales revenues (including local, regional and a pro rata share of national advertising carried on the Cable System in the Franchise Area), net of commissions due to advertising agencies that arrange for the advertising buy, revenues from program guides, additional outlet fees, revenue from the sale or carriage of other Cable Services, and revenues from home shopping. Gross Revenues shall not include (i) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or (ii) any taxes on services furnished by Grantee that are imposed directly on any Subscriber or user by the State, the City or other governmental unit and that are collected by Grantee on behalf of said governmental unit; or (iii) the Capital Contribution as required by Section 9.5 of this Franchise. The Franchise Fees are not a tax and are therefore included in this definition of Gross Revenues.

If new Cable Service revenue streams develop from Grantee's operation of its Cable System within the City, those new revenue streams shall be included within Gross Revenues, unless the parties agree otherwise. To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law. Grantee reserves the right to change the allocation methodologies set forth in this definition in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within three (3) months of making such changes, and as part of any audit or review of Franchise Fee payments. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

"Headend" or "Hub" means any facility for signal reception and dissemination on a Cable System, including cable, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals or other signals, equipment for the interconnection of the System with adjacent Systems and interconnection of any networks which are part of the System, and all other related equipment and facilities.

"Leased Access Channel" means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.

"Locally Scheduled Original Programming" means Governmental Access or Educational Access programming that is created by the City or their designated access provider(s) including edited coverage of live programming. Such Locally Scheduled Original Programming shall not be considered as qualifying as such programming after three (3) cablecasts (initial, first repeat and second repeat). Automated Video Programming filler, such as cablecasts of highways and roads, or video bulletin boards does not constitute Locally Scheduled Original Programming that qualifies herein.

"Noncommercial" means, in the context of Access Channels, those particular products and services that are not promoted or sold. This term shall not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving contributions used to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, in the manner of the Corporation for Public Broadcasting or some similar manner, subject to applicable law.

"Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some hours on Saturday.

“Normal Operating Conditions” means those service conditions that are within the control of Grantee. Those conditions that are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, severe or unusual weather conditions, and availability of materials, equipment or labor. Those conditions that are ordinarily within the control of Grantee include, but are not limited to, regular peak or seasonal demand periods and maintenance or upgrade of the Cable System.

“Pay Service” or “Premium Service” means Video Programming or other programming service choices (such as movie Channels or pay-per-view programs) offered to Subscribers on a package tier, per-Channel, per-program or per-event basis.

“Person” means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.

“Public Rights-of-Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, or other public right-of-way now or hereafter held by the City under any form of ownership or property right, within the corporate boundaries of the City as now or hereafter constituted for the purpose of public travel, and over which the City has authority to grant permits, licenses, or franchises for use thereof, or has regulatory authority over. “Public Rights-of-Way” also includes, but is not limited to, utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses, as per applicable federal law, now or hereafter held by the City in the Franchise Area, but excludes railroad rights-of-way, airports, harbor areas, buildings, parks, poles, conduits, and such similar facilities or property owned, maintained, or leased by the City in its proprietary capacity or as an operator of a utility.

“Service Interruption” means the loss of picture or sound on one or more Channels.

“State” means the State of Washington.

“Subscriber” or “Customer” means any Person who lawfully receives Cable Services provided by Grantee by means of the Cable System with Grantee’s express permission.

“Tier” means a category of Cable Services provided by Grantee for which a separate rate is charged.

“Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, or cable programming provider.

## ARTICLE 2. FRANCHISE GRANT.

### 2.1 Grant.

2.1.1 The City hereby grants to Grantee a nonexclusive and revocable authorization to make reasonable and lawful use of the Public Rights-of-Way within the Franchise Area to

construct, operate, maintain, reconstruct, repair and upgrade the Cable System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise and applicable law. This Franchise shall constitute both a right and an obligation to fulfill the obligations set forth in the provisions of this Franchise.

2.1.2 Grantee, through this Franchise, is granted the right to operate its Cable System using the Public Rights-of-Way within the Franchise Area in compliance with all lawfully enacted applicable construction codes and regulations. This Franchise is intended to convey limited rights and interests only as to those streets in which the City has an actual interest. It is not a warranty of title or interest in any Public Rights-of-Way; it does not provide Grantee any interest in any particular location within the Public Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City's streets covered by this Franchise, including without limitation the right to perform work on its roadways, Public Rights-of-Way or appurtenant drainage facilities, including constructing, altering, paving, widening, grading, or excavating thereof.

2.1.3 This Franchise is subject to and shall be governed by all applicable provisions, now existing or hereafter amended, of federal, State and local laws and regulations. This Franchise is subject to the general lawful police power of the City affecting matters of municipal concern. Nothing in this Franchise shall be deemed to waive the requirements of the other codes and ordinances of general applicability enacted, or hereafter enacted, by the City. Grantee agrees to comply with the provisions of City ordinances provided that in the event of a conflict between the provisions of ordinances and this Franchise, the express provisions of this Franchise shall govern.

2.1.4 Grantee agrees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of Grantee that is a Cable Operator of the Cable System in the Franchise Area, as defined herein, or directly involved in the management or operation of the Cable System in the Franchise Area, will comply with the terms and conditions of this Franchise.

2.1.5 No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

- (1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City.
- (2) Any permit, agreement or authorization required by the City for Public Rights-of-Way users in connection with operations on or in Public Rights-of-Way or public property; or
- (3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

## 2.2 Use of Public Rights-of-Way.

2.2.1 Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, through, below and along the Public Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and Fiber Optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all lawfully enacted and applicable construction codes, laws, ordinances, regulations and procedures regarding placement and installation of Cable System facilities in the Public Rights-of Way.

2.2.2 Grantee must follow the City-established requirements, as well as all the City codes, ordinances and other regulations regarding placement of Cable System facilities in Public Rights-of-Way, including the specific location of facilities in the Public Rights-of-Way. Grantee must in any event install Cable System facilities in a manner that minimizes interference with the use of the Public Rights-of-Way by others, including others that may be installing communications facilities. To protect public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Public Rights-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place or manner of installation (including charging Grantee for all the costs associated with removal); and the City may require Grantee to cooperate with others to minimize adverse impacts on the Public Rights-of-Way through joint trenching and other arrangements. Grantee shall assume its costs (in accordance with applicable law) associated with any requirement of the City in the exercise of its police powers, to relocate its Cable System facilities located in the Public Rights-of-Way.

## 2.3 Term.

2.3.1 This Franchise and the rights, privileges, and authority granted hereunder, and the contractual relationship established hereby, shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Franchise, as specified in Article 19, subject to acceptance of this Franchise by Grantee pursuant to Section 18.16. This Franchise will automatically renew for three (3) additional five-year terms (resulting in a total term of 25 years) unless either party requests in writing to renegotiate any terms or conditions of this Franchise at least one (1) year prior to the expiration date of the then-current term. In the event such request to renegotiate is made by a party, this Franchise will not automatically renew and the parties agree to negotiate in good faith to revise the relevant terms or conditions within one (1) year of the request, or such other period as the parties may mutually agree. If the parties are unable to reach agreement on the requested revisions, the City and Grantee shall renew this Franchise to comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive

protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

2.3.2 The grant of this Franchise shall have no effect on any ordinance in effect prior to the effective date of this Franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees (for any prior years) that were due and owed under a prior franchise and the franchise ordinance.

#### 2.4 Franchise Nonexclusive.

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or franchises granted by the City or its predecessors to any Person to use any property, Public Rights-of-Way, easement, including the right of the City to use same for any purpose it lawfully deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Public Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems, as the City deems appropriate.

#### 2.5 Grant of Other Franchises.

2.5.1 Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises subsequent to this Franchise to provide Cable Service or wireline video service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees; insurance; system build-out requirements; security instruments; Access Channels and support; Customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization so long as the regulatory and financial burdens on each entity are materially equivalent. If any additional franchise for a system to provide Cable Services or wireline video services is granted by the City which, in the reasonable opinion of Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by the City and Grantee. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section so long as the City does not have lawful authority to regulate such wireless broadband networks within the Franchise Area.

2.5.2 In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall provide notice of such application to Grantee.

2.5.3 In the event that a wireline multichannel video provider distributor, legally authorized by State or federal law, makes available for purchase by Subscribers, Cable Services or wireline video services within the City without a Cable Service franchise or other similar lawful authorization granted by the City, then Grantee shall have a right to request Franchise amendments that relieve Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall: (a) indicate the presence of such wireline competitor; (b) identify the Franchise terms and conditions for which Grantee is seeking amendments; (c) provide the text of all proposed Franchise amendments to the City; and (d) identify all material terms or conditions in the applicable State or federal authorization which are substantially more favorable or less burdensome to the competitive entity. The City shall not unreasonably withhold consent to Grantee's petition.

2.6 Familiarity with Franchise.

Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein. Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise and finds that the same are commercially practicable at this time and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.7 Effect of Acceptance.

By accepting this Franchise, Grantee:

- (1) Acknowledges and accepts the City's legal right to issue and enforce this Franchise;
- (2) Agrees that it will not oppose the City's intervening to the extent it is legally entitled to do so in any legal or regulatory proceeding affecting the Cable System;
- (3) Accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and
- (4) Agrees that this Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary

2.8 Police Powers.

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of the City, or hereafter enacted in accordance therewith,

by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

2.9 Franchise Area.

Grantee shall provide Cable Services, as authorized under this Franchise, within the Franchise Area in accordance with line extension and density provisions as provided herein.

2.10 Reservation of Rights.

Nothing in this Franchise shall:

- (1) Abrogate the right of the City to perform any public works or public improvements of any description;
- (2) Be construed as a waiver of any codes or ordinances of general applicability promulgated by the City; or
- (3) Be construed as a waiver or release of the rights of the City in and to the Public Rights-of-Way.

ARTICLE 3. FRANCHISE FEE AND FINANCIAL CONTROLS.

3.1 Franchise Fee.

As compensation for the use of the Public Rights-of-Way, Grantee shall pay as a Franchise Fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise.

3.2 Payments.

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding quarter. Each quarterly payment shall be due and payable no later than thirty (30) days after the end of the preceding quarter. The quarters shall end respectively on the last day of March, June, September and December.

3.3 Acceptance of Payments.

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

### 3.4 Franchise Fee Reports.

3.4.1 Each payment shall be accompanied by a written report to the City on a form commonly used by Grantee, verified by an officer of Grantee, containing an accurate statement in summarized form, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall include all Gross Revenues of the Cable System and shall be drafted in accordance with GAAP.

3.4.2 Grantee shall, upon request and no later than ninety (90) days after the end of each calendar year, furnish to the City an accurate statement of Grantee's Gross Revenues and the computation of the payment amount for the prior calendar year. Such reports shall include all Gross Revenues of the Cable System.

### 3.5 Audits.

On an annual basis, upon thirty (30) days' prior written notice, the City shall have the right to conduct an independent audit of Grantee's financial records necessary to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous five (5) years. Any additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to Grantee, and Grantee's agreement that the audit findings are correct, which notice shall include a copy of the audit findings. If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. If the audit shows that Franchise Fees have been underpaid, by five percent (5%) or more in a calendar year, Grantee shall pay the cost of the audit in an amount up to \$12,500 for the first year of the audit and \$5,000 for the next two years of the audit period.

### 3.6 Financial Records.

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

### 3.7 Underpayments.

In the event any payment is not received within thirty (30) days from the end of the scheduled payment period, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment.

3.8 Maximum Franchise Fee.

The parties acknowledge that, at present, applicable federal law limits the City to collection of a Franchise Fee of five percent (5%) of Gross Revenues in any twelve (12) month period. In the event that at any time throughout the term of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues in any twelve (12) month period, the parties hereby agree to amend this Franchise after written notice to Grantee, and a public meeting to discuss same, provided that all wireline cable systems in the Franchise Area over which the City has jurisdiction are treated in an equivalent manner. In the event that at any time throughout the term of this Franchise, the City is limited by federal law to collecting an amount which is less than five percent (5%) of Gross Revenues in any twelve (12) month period, Grantee may reduce the Franchise Fee payments to the City in accordance with federal law and the parties hereby agree to amend this Franchise unless the City would be covered under grandfathered provisions under federal law to keep the Franchise Fee at five percent (5%) of Gross Revenues.

3.9 Payment on Termination.

If this Franchise terminates for any reason, Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Grantee since the end of the previous fiscal year. Within forty-five (45) days of the filing of the certified statement with the City, Grantee shall pay any unpaid amounts as indicated. If Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in a letter of credit or other security provided by Grantee pursuant to Section 5.3 or may exercise any other remedies provided to the City in law or equity to collect on such financial obligations.

3.10 Additional Compensation.

In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is determined by applicable law.

3.11 Tax Liability.

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses by any federal, State or local law including, without limitation, sales, use, utility, property, permits and other taxes, or business license fees.

ARTICLE 4. ADMINISTRATION AND REGULATION.

The City shall be vested with the power and right to administer and enforce this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that

power and right of administration, or any part thereof, to the extent permitted under federal, State and local law, to any agent in the sole discretion of the City.

#### 4.1 Rates and Charges.

Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws. Customer billing shall be itemized by service(s) per FCC Regulation 76.309(B)(ii)(A) and 76.1619 or as amended. Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

#### 4.2 No Rate Discrimination.

4.2.1 All Grantee rates and charges shall be published (in the form of a publicly available rate card), made available to the public, and shall be non-discriminatory as to all Persons of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law. Nothing herein shall be construed to prohibit:

- (1) The temporary reduction or waiving of rates or charges in conjunction with promotional campaigns;
- (2) The offering of reasonable discounts to similarly situated Persons;
- (3) The offering of rate discounts for either Cable Service generally or data transmission to governmental agencies or educational institutions; or
- (4) The offering of bulk discounts for Multiple Dwelling Units.

4.2.2 Grantee offers to continue through a voluntary initiative a discount of thirty percent (30%) from its published rate card rate to Subscribers for Basic Services or the Basic portion of Expanded Basic Services as part of their service (provided they are not already receiving a package discount) who are deemed low income by federal standards and who are either permanently disabled or 65 years of age or older, provided that such individual(s) are the legal owner or lessee/tenant of their Dwelling Unit. This subsection shall not prohibit Grantee from providing a larger discount or offering the discount to other economically or physically challenged Subscribers or electing to discontinue the discount, by providing the City with ninety (90) days' prior notice.

#### 4.3 Filing of Rates and Charges.

Upon request by the City throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.



4.4 Time Limits Strictly Construed.

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

4.5 Performance Evaluation.

4.5.1 Special evaluation sessions may be held at any time upon request by the City during the term of this Franchise.

4.5.2 All evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area. The City may notify Subscribers of evaluation sessions by announcement on its Access Channel.

4.5.3 Topics that may be discussed at any evaluation session may include but are not limited to, Cable Service rate structures; Franchise Fees; liquidated damages; free or discounted Cable Services; application of new technologies; system performance; Cable Services provided; programming offered; customer complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and City's or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision therein and further provided that this subsection need not be followed before other legal or equitable remedies within this Franchise.

4.5.4 Grantee agrees to participate in such special evaluation sessions described in this Section 4.5.

4.6 Leased Access Channel Rates.

Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

4.7 Late Fees.

4.7.1 For purposes of this subsection, any assessment, charge, cost, fee or sum, however, characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable local, State and federal laws.

4.7.2 Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the subscribers.

ARTICLE 5. FINANCIAL AND INSURANCE REQUIREMENTS.

5.1 Indemnification.

5.1.1 General Indemnification. Grantee, at its sole cost and expense, shall indemnify, defend and hold the City, its officers, officials, board members, commissioners, authorized agents, representatives, and employees, harmless from any action or claim for bodily injury, property damage, loss, liability, settlement, proceeding, judgment, or cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to Person or property, including but not limited to all damages in any way arising out of, or by reason of, any construction, excavation, erection, operation, maintenance, repair or reconstruction, or any other act done under this Franchise, by or for Grantee, its authorized agents, or by reason of any act or omission of Grantee, its authorized agents or its employees. Grantee shall consult and cooperate with the City while conducting its defense of the City. Said indemnification obligations shall extend to any settlement made by Grantee.

5.1.2 Indemnification for Relocation. Grantee shall indemnify, defend and hold the City, its elected officials, officers, authorized agents, board members, commissioners, and employees, harmless for any damages, claims, additional costs, or expenses payable by the City related to, arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its facilities in the Public Rights-of-Way in a timely manner in accordance with any lawful relocation required by the City. Pursuant to subsection 5.1.1, the provisions of this subsection 5.1.2 shall specifically include, but are not limited to, claims for delay, damages, costs, and/or time asserted by any contractor performing public work for or on behalf of the City.

5.1.3 Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for bodily injury, property damage, loss, liability, cost and expense, including attorneys' fees and expenses in any way arising out of any failure by Grantee to secure consent from the owners, authorized distributors or franchisees/licensors of programs to be delivered by the Cable System, provided however, that Grantee will not be required to indemnify the City for any claims arising out of the use of Access Channels by the City and/or its Designated Access Providers or use by the City of the Emergency Alert Cable System.

5.1.4 Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall tender the defense of the claim or action to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval that shall not be unreasonably withheld.

5.1.5 Duty of Defense. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 5.1.

5.1.6 Duty to Give Notice. The City shall give Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. The City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the obligation and duty to defend any claims arising thereunder, and the City shall cooperate fully therein.

5.1.7 Separate Representation. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select other counsel without conflict of interest with the City.

5.1.8 Prior Franchises. The grant of this Franchise shall have no effect on Grantee's duty under the prior franchises to indemnify or insure the City against acts and omissions occurring during the period that the prior franchises were in effect, nor shall it have any effect upon Grantee's liability to pay all Franchise Fees which were due and owed under prior franchises.

5.1.9 Waiver of Title 51 RCW Immunity. Grantee's indemnification obligations shall include indemnifying the City for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might otherwise be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Grantee's exercise of the rights set forth in this Franchise. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided however, the forgoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. The obligations of Grantee under this subsection 5.1.9 have been mutually negotiated by the parties hereto.

5.1.10 Concurrent Negligence. Should a court of competent jurisdiction determine that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 5.1.10 shall apply in that instance. Liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the City, its officers, officials, employees, and volunteers, Grantee's liability shall be only to the extent of Grantee's negligence.

5.1.11 Inspection. Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

## 5.2 Insurance Requirements.

5.2.1 General Requirement. Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

- (1) Commercial General Liability coverage for bodily injury, and property damage with limits of no less than five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) general aggregate, and one million dollars (\$1,000,000) products/completed operations aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The Grantor shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed for the Grantor using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- (2) Commercial Automobile Liability Insurance with combined single limits of at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate with respect to each of Grantee's owned vehicles, hired and non-owned vehicles, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this Franchise.
- (3) Umbrella or excess liability insurance in the amount of five million dollars (\$5,000,000) policy limit.
- (4) Workers' Compensation insurance shall be maintained during the life of this Franchise to comply with State law for all employees.

5.2.2 Cancellation or Non-Renewal of Policy. Upon notice of cancellation from its insurer(s), Grantee shall provide the City with thirty (30) days prior written notice of any cancellation or non-renewal of any insurance policy, required pursuant to this subsection 5.2.2. If the insurance is canceled or terminated so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required under the terms of this Section 5.2 for so long as Grantee utilizes the Public Rights-of-Way or upon renewal of this Franchise. This obligation is separate and apart from any construction related insurance obligation as required under a construction permit. Any failure of Grantee to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify the City for losses the City otherwise would

have been covered for as an additional insured. All insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its officers, officials, agents, and employees for any claims arising out of Grantee's work or service. Grantee solely shall be responsible for deductibles and/or self-insured retention, and the City, at its option, may require Grantee to secure the payment of such deductible or self-insured retention by a surety bond.

5.2.3 Endorsements. All policies shall contain the following provisions or shall be endorsed so that:

- (1) The City, and the City's officers, officials, board members, commissioners, agents, representatives, and employees are to be covered as, and have the rights of, additional insured's with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System.
- (2) Grantee's insurance coverage shall be primary insurance with respect to the City, the City Council and the City's officers, officials, board members, commissioners, agents, and employees. Any insurance or self-insurance maintained by the City, the City Council and the City's officers, officials, board members, commissioners, agents, representatives, volunteers or employees shall be in excess of Grantee's insurance and shall not contribute to it.
- (3) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

5.2.4 Verification of Coverage. Grantee shall furnish the City with certificates of insurance and amendatory endorsements reflecting additional insured status upon the acceptance of this Franchise pursuant to Section 18.16. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and approved by the City at the time of acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until that date. Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

5.2.5 No Limitation of Liability. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### 5.3 Security.

Grantee shall provide a performance bond ("Performance Bond") in the amount of fifty thousand dollars (\$50,000) to ensure the faithful performance of its responsibilities under

this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the Public Rights-of-Way and other property. The Performance Bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and any other construction or maintenance bonds required by the City and shall keep the same in full force and effect at all times. Except as expressly provided herein, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded this Franchise or continuing its existence. The Performance Bond shall be with a surety with a rating no less than “A-VII” in the latest edition of “Bests Rating Guide,” published by A.M. Best Company.

#### ARTICLE 6. CUSTOMER SERVICE.

##### 6.1 Customer Service Standards.

Grantee shall comply with Customer Service Standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619.

##### 6.2 Subscriber Privacy.

Grantee shall comply with privacy rights of Subscribers in accordance with applicable law.

##### 6.3 Customer Service Agreement and Manual.

6.3.1 Grantee shall provide to Subscribers an accurate, comprehensive service agreement (currently called “the work order”) and Customer installation packet (currently called “the Install Package”) for use in establishing Subscriber service. This material shall, at a minimum, contain the following:

- (1) Grantee’s procedure for investigation and resolution of Subscriber service complaints;
- (2) Services to be provided and rates for such services;
- (3) Bill procedures;
- (4) Service termination procedures;
- (5) A description of the manner that will be used to provide notice of changes in rates, service or service terms and conditions;
- (6) A complete statement of the Subscriber’s right to privacy;
- (7) An Equipment Policy;

- (8) The name, address and phone number of the Customer care department that is responsible for handling Cable Service questions and complaints for Grantee. This information shall be prominently displayed in the Install Packet.

6.3.2 A copy of the Install Packet shall be available to each Subscriber at the time of initial installation and any reconnection or Cable Service upgrade requiring a home visit by Grantee (excluding reconnections to the same Subscriber within twelve (12) months), and at any time the Install Packet is requested by the Subscriber. Within thirty (30) days following material policy changes, information regarding the changes will be provided to Subscribers. Grantee shall make reasonable efforts to advise Customers of any material changes in cable operation policies.

#### ARTICLE 7. REPORTS AND RECORDS.

##### 7.1 Open Records.

7.1.1 Books and Records. Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. In addition to any other records that may be provided for under any other section of this Franchise, and without limiting the provisions of Article 10 of this Franchise, the City, including the City's Finance Director and Public Works Director or their designees, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates, which are reasonably related to the administration or enforcement of the terms of this Franchise, or Grantee's use and location within the Public Rights-of-Way. Records subject to this Section 7.1 include, without limitation, FCC filings on behalf of Grantee, its parent corporations, or Affiliates which directly relate to the operation of the Cable System in the City; SEC filings; listing of Cable Services, rates, and Channel line-ups; Cable Services added or dropped; Channel changes; the net number of Subscribers and the number of Subscribers added and terminated; all planned construction activity; Public Rights-of-Way route maps; beginning and ending plant miles; total homes passed for the previous twelve (12) months; and any significant technological changes occurring in the Cable System; federal and State reports; and reports of Subscriber complaints in the City and how such complaints are resolved. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may require that the City or its designee inspect them at Grantee's local offices. For purposes of clarity, any requirements to provide as-built maps shall not be considered too voluminous or unable to be copied for security purposes with respect to the provisions of this subsection. If any books or records of Grantee are not kept in a local office and are not made available in copies to the City or its designee upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties,

administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by Grantee for a minimum period of six (6) years.

7.1.2 File for Public Inspection. Throughout the term of this Franchise, Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

## 7.2 Confidential / Proprietary Information.

Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of this Franchise. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall promptly advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information so that Grantee can take appropriate steps to protect its interests within ten (10) days of receiving notification of the City's intended disclosure. Nothing in the Section 7.2 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Grantee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order requested by Grantee which prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order, Grantee shall reimburse the City for any fines or penalties imposed for failure to disclose such records.

## 7.3 Inspection of Facilities and Annual Meeting.

7.3.1 The City may inspect any of Grantee's facilities and equipment located in the Public Rights-of-Way or on other public property at any reasonable time during business hours upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee to make the necessary repairs and alterations specified therein to correct the unsafe condition by a time the City establishes. The City has the right to inspect, repair and correct the unsafe condition if Grantee fails to do so in accordance with the time prescribed by the City, and to charge Grantee therefor.

7.3.2 Throughout the term of this Franchise, Grantee shall meet with the City on an annual basis upon fifteen (15) days prior written notice from the City. Matters to be discussed include, but are not limited to Customer service, Cable System performance, technical issues and other matters related to Grantee's operation of the Cable System.

7.4 False Statements.

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, that are available to the City under this Franchise or otherwise.

ARTICLE 8. PROGRAMMING.

8.1 Broad Programming Categories.

Grantee shall provide at least the following broad categories of programming to the extent such categories are reasonably available:

- (1) Educational programming;
- (2) News, government, weather and information;
- (3) Sports;
- (4) General entertainment including movies;
- (5) Foreign language programming; and
- (6) Children's programming.

8.2. Deletion of Broad Programming Categories.

8.2.1 Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

8.2.2 In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of federal law.

8.3 Obscenity.

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State or local laws.

8.4 Services for the Disabled.

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

8.5 Parental Control Device.

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

8.6 New Technology.

8.6.1 If there is a new technology, Cable Service program offering, programming delivery method or other such new development that Grantee in its sole discretion decides to beta test or trial on a limited basis in the marketplace, and such a test or trial is suited to the size and demographics of the City, Grantee shall be allowed by the City to conduct the trial or beta test in the City so long as such a test is technically feasible.

8.6.2 If there is a new technology that in the City's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the Cable System, Grantee shall, at the request of the City, investigate the feasibility of implementing said technology and report to the City the results of such investigation within ninety (90) days from the date of such request.

ARTICLE 9. GOVERNMENTAL ACCESS.

9.1 Access Channels.

9.1.1 At all times during the term of this Franchise, Grantee shall make available, as part of the Basic Service package, at no charge, one (1) Access Channel for Governmental Access Programming to be made available as part of the Channel lineup in accordance with applicable law. As of the effective date of this Franchise, the Governmental Access Channel is being programmed by the City.

9.1.2 The City acknowledges that the Grantee's Cable System provides additional benefits to Access programming needs beyond the requirements set forth in subsection 9.1.1. This is accomplished through the inclusion of other regional Access programming within the regional Channel line-up that is available within the Franchise Area.

9.1.3 The Grantee will use reasonable efforts to minimize the movement of the Access Channel assignment. The Grantee shall provide to the City a minimum of ninety (90) days' notice prior to any relocation of the Access Channel unless the movement is required by federal law, in which case Grantee will provide the maximum amount of notice possible.

9.2 Management and Control of Access Channel.

9.2.1 The City may authorize Designated Access Providers to control, operate, and manage the use of any and all Access Facilities provided by Grantee under this Franchise, including, without limitation, the operation of the Access Channel. The City or its designee may formulate rules for the operation of the Access Channel, consistent with this Franchise, the FCC, federal and State law. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider.

9.2.2 Grantee shall cooperate with the City and Designated Access Providers in the use of the Cable System and Access Facilities for the provision of Access Channel.

9.2.3 The City shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Governmental Access.

9.3 Underutilized Access Channel.

Grantee and the City agree that it is their mutual goal to fully and efficiently use the Channel capacity of the Cable System, which may include allowing Grantee to use underutilized Access Channel. If Grantee believes that any Access Channel is underutilized, Grantee may file a request with the City to use that Access Channel. The City shall in its sole and absolute discretion render a decision regarding the matter within ninety (90) days of receiving the request. Should the City find that the Access Channel may be used by Grantee, then Grantee may begin using that Access Channel ninety (90) days after receipt of the decision.

9.4 Access Channel Return Line.

As of the effective date of this Franchise, Grantee maintains all existing return line(s) to facilitate the City's current Access connectivity to Grantee's Headend and hubs. Grantee shall maintain connectivity of the return lines in compliance with applicable law. If the City desires to relocate or expand the return line(s) to new location(s) during the term of this Franchise, upon one hundred twenty (120) days written request by the City and at the City's cost for Grantee's reasonable time and materials, the Grantee shall construct the requested return line(s).

9.5 Support for Access Capital Costs.

As of the effective date of this Franchise, there is no Capital Contribution being collected and remitted by the Grantee to the City. As determined by the City Council and upon sixty (60) days written request from the City, if Access programming is necessary and a Capital Contribution for capital expenditures is required, Grantee shall collect and remit a

monthly Capital Contribution to the City for Access purposes including, without limitation, for equipment purchases, construction and relocation costs. The Capital Contribution shall not exceed \$.25 per Subscriber per month throughout the remaining term of this Franchise. Payment of said Capital Contribution to the City shall follow the Franchise's required franchise fee payment schedule. If the remaining term of this Franchise does not accommodate the full capital needs of the City, both parties may review the possibilities of extending the term of the Franchise, as per the Franchise, to potentially increase the Capital Contribution collected and paid to the City. Grantee shall not be responsible for paying the Capital Contribution with respect to gratis or Bad Debt accounts. The City shall have discretion to allocate the Capital Contribution in accordance with applicable law. To the extent the City makes Access capital investments using City funds prior to receiving the monthly Capital Contribution funds, the City is entitled to apply the monthly Capital Contribution payments from Grantee toward such City capital investments. The City agrees that the Capital Contribution may be treated as external costs under applicable federal law. Once implemented, on an annual basis, the City or its designee shall provide Grantee a statement showing the Capital Contribution account balance, the amount expended including a detailed list of purchases, and the interest earned. The City shall dedicate the time, personnel and other resources needed to operate the Government Access Channel designated herein.

#### 9.6 Technical Quality.

Grantee shall maintain the Access Channel as required by FCC standards.

### ARTICLE 10. GENERAL PUBLIC RIGHT-OF-WAY USE AND CONSTRUCTION.

#### 10.1 Construction.

10.1.1 Grantee shall perform all maintenance, construction, repair, upgrade and reconstruction necessary for the operation of its Cable System in accordance with applicable laws, regulations, ordinances, City standards, and provisions of this Franchise. Prior to doing such work (with the exception of installations or general maintenance that involves no physical impact and with no disruption to the use of the Public Rights-of-Way), Grantee shall apply for, and obtain, appropriate permits from the City, and give appropriate notices to the City, and Grantee shall pay all applicable fees upon issuance of the requisite permits by the City to Grantee. As a condition of any permits so issued, the City officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Public Rights-of-Way, proper restoration of such Public Rights-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. To the extent practicable and economically feasible, Grantee's construction and location of its facilities shall be of minimal impact to the City streets and sidewalks located within the Public Rights-of-Way. All construction and maintenance of any and all of Grantee's facilities within the Public Rights-of-Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

10.1.2 Prior to beginning any construction, excavations, or significant repair, Grantee shall provide the City with a construction schedule for work in the Public Rights-of-Ways as required by the City's permitting regulations. Further, Grantee shall meet with the City and other franchise and master permit holders and users of the Public Rights-of-Way upon written notice as determined by the City, to discuss options regarding scheduling and coordinating construction in the Public Rights-of-Way.

10.1.3 Grantee may make excavations in Public Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees and franchisees so as to reduce so far as possible the number of Public Rights-of-Way cuts within the Franchise Area.

10.1.4 In the event that emergency repairs are necessary, Grantee will make best efforts to contact the City's Public Works Department prior to the repair, however Grantee may initiate such emergency repairs, and shall apply for appropriate permits one (1) business day after discovery of the emergency.

## 10.2 Location of Facilities.

Prior to any digging or excavating in the Public Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Within three (3) business days, unless otherwise specified in federal, State or local regulations, after the City or any franchisee or permittee of the City notifies Grantee of a proposed Public Right-of-Way excavation, Grantee shall, at Grantee's expense, mark on the surface all of its located underground facilities within the area of the proposed excavation.

## 10.3 Restoration of Public Rights-of-Way.

10.3.1 When any opening is made by Grantee in a hard surface pavement in any Public Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit to a condition as good or better than existed prior to the opening being made. The Grantee shall protect public and private property within the Public Rights-of-Way from damage.

10.3.2 If Grantee excavates the surface of any Public Rights-of-Way, Grantee shall be responsible for restoration in accordance with applicable regulations regarding the Public Rights-of-Way and its surface within the area affected by the excavation. The City may, after providing notice to Grantee, and Grantee's failure to respond within the agreed upon time, refill or repave any opening made by Grantee in the Public Rights-of-Way, and the expense thereof shall be paid by Grantee. In the event Grantee does not repair a Public Right-of-Way or an improvement in or to a Public Right-of-Way in a prompt timeframe or as agreed to by the Public Works Director or any other department director as the City may designate, the City may repair the damage and shall be reimbursed its actual cost

within thirty (30) days of submitting an invoice to Grantee. The cost of all repairs and restoration, including the costs of inspection and supervision, shall be paid by Grantee. All of Grantee's work under this Franchise, and this Section in particular, shall be done in compliance with all laws, regulations and ordinances of the City and State. All work by Grantee pursuant to this Section shall be performed in accordance with applicable City standards.

10.3.3 The Public Works Director or any other department director as the City may designate shall have final approval of the condition of such streets and public places after restoration.

#### 10.4 Maintenance and Workmanship.

10.4.1 The Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, stormwater, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Public Rights-of-Way by, or under, the City's authority.

10.4.2 Grantee shall provide and use any equipment and appliances necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in safe condition.

10.4.3 Grantee's transmission and distribution Cable System, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to unnecessarily hinder or obstruct the free use of Public Rights-of-Way, or other public property.

10.4.4 Grantee shall give reasonable notice, of at least seven (7) business days, to private property owners of underground construction work in adjacent Public Rights-of-Way.

#### 10.5 Acquisition of Facilities.

Upon Grantee's acquisition of facilities in any Public Rights-of-Way, or upon the addition or annexation to the City of any area in which Grantee owns or operates any facility, such facilities shall immediately be subject to the terms of this Franchise. Further, at the City's request, Grantee shall submit to the City a statement describing all facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information.

#### 10.6 Reservation of Public Rights-of-Way.

10.6.1 Relocation of Cable System for Public Works or Improvements. Nothing in this Franchise shall prevent the City from constructing any public work or improvement. The City may require Grantee to relocate the Cable System within the Public Right-of-Way

when reasonably necessary for construction, alteration, repair, or improvement of the Public Right-of-Way for purposes of public welfare, health, or safety. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted pursuant to RCW 35.99.060. In the case of a joint relocation project, Grantee shall be responsible for the cost of relocating its facilities. All such removal or relocation shall be preceded by sixty (60) days written notice or such additional time as may be provided by the City. Should Grantee fail to remove, adjust or relocate its facilities by the date established by the City's written notice to Grantee, the City may affect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee.

10.6.2 Movement of Cable System For and By the City. The City may remove or disconnect Grantee's facilities and equipment located in Public Rights-of-Way or on any other property of the City in the case of fire, disaster or other emergency. Except during an emergency, the City shall provide reasonable notice to Grantee prior to taking such action and shall provide Grantee with the opportunity to perform such action. Following notice by the City, Grantee shall remove, replace, relocate, modify or disconnect any of its facilities or equipment within any Public Right-of-Way, or on any other property of the City, except that the City shall provide at least sixty (60) days' written notice of any major capital improvement project that would require the removal, relocation, replacement, modification or disconnection of Grantee's facilities or equipment. If Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee. Grantee shall remit payment to the City within thirty (30) days of receipt of an itemized list of those costs. In the case of relocation projects where the City hires and designates an independent contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Grantee decides to participate in the joint trench opportunity then the Grantee shall enter into a separate agreement with the City that, at a minimum, requires the Grantee to pay all design, permitting, administration, coordination, and construction costs incurred by the City associated with the proportionate share of the joint trench utilized by the Grantee and the level of effort required to design, permit, administer, coordinate, and construct the joint utility trench to accommodate the Grantee's facilities.

10.6.3 Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The cost of such temporary change must be paid by the permit holder, and Grantee may require the estimated payment in advance.

10.6.4 Reimbursement of Costs. Grantee specifically reserves any rights it may have under applicable law for reimbursement of costs related to undergrounding or relocation of the Cable System, and nothing herein shall be construed as a waiver of such rights.

#### 10.7 Public Rights-of-Way Vacation.

If any Public Rights-of-Way or portion thereof used by Grantee is vacated by the City during the term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Public Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Public Rights-of-Way, and restore, repair or reconstruct the Public Rights-of-Way where such removal has occurred and place the Public Right-of-Way in such condition as it existed prior to Grantee's removal of its facilities. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by the City, to restore, repair or reconstruct such Public Rights-of-Way, the City may perform such work, or cause it to be performed, and the reasonable cost thereof, as found and declared by the City, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation.

#### 10.8 Removal of Discontinued Facilities.

Whenever Grantee intends to discontinue using any facility within the Public Rights-of-Way, Grantee shall submit to the City a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Public Rights-of-Way or modify the facility to protect the public health, welfare, safety and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the City accepts abandonment or the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for the facility, as well as maintenance of the Public Rights-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Channel purposes.

#### 10.9 Hazardous Substances.

10.9.1 Grantee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances within the Public Rights-of-Way.

10.9.2 Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Public Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

#### 10.10 Undergrounding of Cable.

##### 10.10.1 Wiring.

- (1) Where electric and telephone utility wiring is installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines, wiring and equipment shall also be placed underground with other wireline service at no expense to the City. Related Cable System equipment, such as pedestals, must be placed in accordance with applicable City Code requirements and rules. In areas where electric or telephone utility wiring are aerial, Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.
- (2) Grantee shall utilize existing poles and conduit wherever possible.
- (3) This Franchise does not grant, give or convey to Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person.
- (4) Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Grantee. Therefore, if Grantee constructs, relocates or places ducts or conduits in the Public Rights-of-Way it shall submit these plans to the City in accordance with the City's permitting process so as to provide the City with an opportunity to request that Grantee place additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070. Other than submission of plans in accordance with the City's permitting requirements, nothing set forth herein shall obligate Grantee to slow the progress of any future construction of the Cable System to accommodate the City. In addition, Grantee agrees to cooperate with the City in any other construction by Grantee that involves trenching or boring. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Grantee's trenches and bores under this Section.
- (5) The City shall not be required to obtain easements for Grantee.
- (6) Grantee may participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where all utilities are being converted to underground facilities. If funds from a Utility Local Improvement District are provided to aerial providers to offset the cost of undergrounding, excluding any entity operating under a tariff, Grantee's costs shall be proportionality paid for out of such funds.

10.10.2 Repair and Restoration of Property. If public property is disturbed or damaged by Grantee arising out of or in connection with the provision of Cable Service, Grantee shall promptly restore the property to its former condition. Public Rights-of-Way or other City property shall be restored in a manner and within a timeframe approved by the City's Public Works Director, or his/her designee. If restoration of Public Rights-of-Way or

other property of the City is not satisfactorily performed within a reasonable time, the Public Works Director, or his/her designee, may, after prior notice to Grantee, or without notice where the disturbance or damage may create a risk to public health, safety or welfare, or cause delay or added expense to a public project or activity, cause the repairs to be made at Grantee's expense and recover the cost of those repairs from Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Grantee shall issue payment to the City.

#### 10.11 Codes.

Grantee shall strictly adhere to City codes that do not directly conflict with the specific provisions of this Franchise. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property.

#### 10.12 Construction and Use of Poles.

Grantee shall use existing poles when the installation of facilities above-ground is permitted. In the event Grantee cannot obtain the necessary poles and related facilities and only in such event, then it may request permission from the City to install new poles and associated improvements. Only upon issuance of permits from the City shall it be lawful for Grantee to make excavations in the streets for the purpose of placing, erecting, laying, maintaining, repairing and removing poles, conduits, supports for wires and conductors, and any other facility needed for the maintenance or extension of the Cable System. All poles of Grantee shall be erected between the curb and the sidewalk unless otherwise designated by the proper authorities of the City, and each pole shall be set whenever practicable at an extension lot line. The City shall have the right to require Grantee to change the location of any pole, conduit, structure or other facility within Public Rights-of-Way when, in the opinion of the City, the public convenience requires such change, and the expense thereof shall be paid by Grantee.

#### 10.13 Tree Trimming.

Upon obtaining a written permit from the City, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Public Rights-of-Way that interferes with the Cable System. Grantee shall be responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal and the health of the tree. Grantee may not remove any trees without the express consent of the City.

#### 10.14 Standards.

10.14.1 All work authorized and required hereunder shall be done in a safe, thorough and workman-like manner. Grantee shall comply with all federal, State and local safety requirements, rules, regulations, standards, laws and practices, and employ all necessary

devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.14.2 All installations of equipment shall be permanent in nature, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic.

10.14.3 Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

#### 10.15 Stop Work.

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. A stop work order shall:

- (1) Be in writing;
- (1) Be given to the Person doing the work, or posted on the work site;
- (2) Be sent to Grantee by mail at the address given herein;
- (3) Indicate the nature of the alleged violation or unsafe condition; and
- (4) Establish conditions under which work may be resumed.

#### 10.16 Work of Contractors and Subcontractors.

Grantee's contractors and subcontractors shall be bonded in accordance with local ordinances, regulations and requirements. Work by contractors and subcontractors shall be subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them. When pulling permits, subcontractors must clearly state their connection to Grantee.

#### 10.18 Pole Transfers.

If Grantee leases a pole from a third party and such third party later abandons the pole, for example by building a replacement pole, Grantee shall remove or relocate its facilities within the Public Rights-of-Way within sixty (60) days of such notification from the third party pole owner, provided that such other structure or place has been made available to the Grantee with sufficient time to allow for the relocation, and provided further that if Grantee needs additional time, that Grantee notify the City of the anticipated schedule.

#### 10.19 Strand Mounted WiFi Facilities.

10.19.1 Subject to the provisions of this Franchise and applicable safety and electrical codes, Grantee is allowed to place strand mounted WiFi facilities on its own cables strung between existing utility poles.

10.19.2 Grantee shall comply with the following requirements:

- (1) Each strand mounted WiFi facility must be less than two and half (2.5) cubic feet in volume;
- (2) Only one strand mounted WiFi facility is permitted per cable strung between two poles;
- (3) The WiFi strand mounted facilities shall be placed as close to the pole as technically feasible and may not be placed more than six (6) feet from the pole or in that portion of the Public Right-of-Way used for vehicular travel;
- (4) Grantee may not place an ancillary pole or ground mounted equipment to accommodate such strand mounted WiFi facilities, unless in the case of ground mounted equipment placed in pre-existing equipment cabinets;
- (5) The strand mounted WiFi facilities must comply with any applicable FCC requirements related to RF emissions and interference. Upon request, Grantee shall validate that such device meets FCC standards by producing documentation certified by an RF engineer; and
- (6) Such strand mounted WiFi facilities must be removed if they cause a threat to public health or safety.

10.19.3 The deployment of these strand mounted WiFi facilities shall not be considered small wireless facilities. To the extent Grantee performs work in the Public Rights-of-Way associated with the installation, maintenance, construction, repair or upgrade of these strand mounted WiFi facilities, Grantee is required to obtain the appropriate permits consistent with subsection 10.1.1. Further, such strand mounted facilities must be operated as part of the Cable System.

### ARTICLE 11. CABLE SYSTEM DESIGN.

#### 11.1 Cable System Specifications.

Prior to the effective date of this Franchise, Grantee undertook a voluntary upgrade of its Cable System to a fiber-to-the-node Cable System architecture, with fiber-optic cable deployed from the Headend to the nodes and tying into a coaxial Cable System already serving Subscribers. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in

which the signal is transmitted. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications throughout the term of this Franchise.

11.2 Closed Captioning.

Grantee shall install equipment so that all closed-captioned programming received by the Cable System includes the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

11.3 No Income Discrimination.

Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

ARTICLE 12. TECHNICAL STANDARDS.

12.1 Technical Performance.

The technical performance of the Cable System shall meet or exceed all applicable technical standards authorized or required by law, including FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

12.2 Cable System Performance Testing.

12.2.1 Grantee shall provide to the City a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the City with any amendments or modifications to the process at such time as they are made.

12.2.2 Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the City for a period of at least one (1) year, and individual Subscriber complaints from the City for a period of at least three (3) years, and make such information available to the City at Grantee's office upon reasonable request.

12.2.3 Grantee shall maintain written records of all results of its Cable System tests performed by or for Grantee. Copies of such test results shall be provided to the City upon reasonable request.

12.2.4 Grantee shall perform any tests required by the FCC.

### 12.3 Additional Tests.

Where there exists other evidence that in the judgment of the City casts doubt upon the reliability or technical quality of the Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System within thirty (30) days of a request. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (1) The nature of the complaint or problem which precipitated the tests;
- (2) The Cable System component tested;
- (3) The equipment used and procedures employed in testing;
- (4) The method, if any, in which such complaint or problem was resolved; and
- (5) Any other information pertinent to said tests and analysis which may be required.

## ARTICLE 13. SERVICE EXTENSION.

### 13.1 Service Availability.

13.1.1 In general, except as otherwise provided herein, Grantee shall provide a standard aerial installation of Cable Service within seven (7) days of a request by any Person within the Franchise Area. For standard underground installations, scheduling shall be done within seven (7) days of a request for service. For purposes of this subsection, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

- (1) With no line extension charge except as specifically authorized elsewhere in this Franchise;
- (2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot aerial drop or sixty (60) foot underground drop connecting to the exterior demarcation point for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations.
- (3) At non-discriminatory monthly rates for all Subscribers, excepting commercial Subscribers, multiple dwelling unit bulk Subscribers and other lawful exceptions to uniform pricing.

13.1.2 No Customer shall be refused service arbitrarily. However, for non-standard installations of service to Subscribers, or a density of less than thirty (30) residences per

5280 aerial cable-bearing strand feet of trunk or distribution cable, or sixty (60) residences per 5280 underground trench feet of trunk or distribution cable, Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Customers in the area in which service shall be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per cable-bearing mile of its trunk or distribution cable and whose denominator equals thirty (30) for an aerial extension or sixty (60) for an underground extension. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Customers be paid in advance.

13.1.3 Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise and all applicable laws.

#### ARTICLE 14. STANDBY POWER AND EMERGENCY ALERT SYSTEM.

##### 14.1 Standby Power.

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least two (2) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request therefore.

##### 14.2 Emergency Alert Capability.

14.2.1 In accordance with, and at the time required by, the provisions of FCC Regulations or other federal or State requirements, as such provisions may from time to time be amended, Emergency Alert System ("EAS") implementation will be accomplished in compliance with the Washington State EAS Plan and in compliance with Homeland Security requirements or applications and any local EAS, if applicable.

14.2.2 Grantee shall ensure that the EAS is functioning properly at all times in accordance with FCC regulations. It will test the EAS system periodically, in accordance with FCC regulations.



ARTICLE 15. FRANCHISE BREACHES: TERMINATION OF FRANCHISE.15.1 Procedure for Remedying Franchise Violations.

15.1.1 If the City believes that Grantee has failed to perform any material obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with documented specificity, the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

- (1) Respond to the City in writing, contesting the City's assertion that a default has occurred, and requesting a hearing in accordance with subsection 15.1.2, below;
- (2) Cure the default; or
- (3) Notify the City in writing that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. Upon five (5) business days' prior written notice, either the City or Grantee may call an informal meeting to discuss the alleged default. In such case, if matters are not resolved at such meeting, the City may set a hearing, in front of the City's hearing examiner, in accordance with subsection 15.1.2 below, to determine whether additional time beyond the thirty (30) day period to cure specified in this Section is in fact necessary, and whether Grantee's proposed completion schedule and steps are reasonable.

15.1.2 If Grantee does not cure the alleged default within the cure period provided in subsection 15.1.1, or by the projected completion date set forth in subsection 15.1.1 (3), or if Grantee denies the default and requests a hearing in accordance with subsection 15.1.1 (1), or if the City sets a hearing in accordance with subsection 15.1.1 (3), the hearing examiner shall investigate said issues or the existence of the alleged default. The City shall notify Grantee of the hearing in writing and such hearing shall take place no less than seven (7) days after Grantee's receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, the City or the hearing examiner shall not unreasonably limit Grantee's opportunity to make a record that may be reviewed should any final decision of the City be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within the City's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction.

15.1.3 If, after the public hearing in front of the hearing examiner, the hearing examiner determines that a default still exists, the hearing examiner shall order, in writing, Grantee to correct or remedy the default or breach within fourteen (14) days of the hearing examiner's order or within such other reasonable timeframe as the hearing examiner shall

determine. In the event Grantee does not cure the default within the time period set forth in the hearing examiner's order, the hearing examiner may:

- (1) Recommend to the City Council termination of this Franchise; or
- (2) Recommend to the City Council that the City pursue any other legal or equitable remedy available under this Franchise or applicable law.

15.1.4 The determination as to whether a violation of this Franchise has occurred pursuant to this Section shall be within the sole discretion of the hearing examiner. Any such determination by the hearing examiner shall be accompanied by a record, to which Grantee's contribution shall not be limited by the City or the hearing examiner (i.e., the hearing examiner shall hear from any interested Persons and shall allow Grantee an opportunity to be heard, to cross examine witnesses, to present evidence and to make additions to the hearing record). Any such final determination made by either the hearing examiner pursuant to subsection 15.1.3 (1) or the City Council pursuant to subsections 15.1.3 (2) or 15.1.3 (3) shall be subject to appeal to a court of competent jurisdiction. Such appeal to the appropriate Court shall be taken within thirty (30) days of the issuance of the final determination. The City shall receive notice from Grantee of any appeal concurrent with any filing to a court of competent jurisdiction.

15.1.5 The intent of the parties is to require compliance with this Section before either party may commence legal action in a court of competent jurisdiction.

## 15.2 Alternative Remedies.

15.2.1 No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation of any provision of this Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

15.2.2 The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity) otherwise available to the City, its officers, officials, board members, commissioners, agents, or employees under federal, State, or local law including by example Section 635A of the Cable Act. Grantee shall not have any monetary recourse against the City, or its officers, officials, board members, commissioners, authorized agents or employees for any loss, costs, expenses or damages arising out of any provision, requirement of this Franchise or the enforcement thereof.

15.3 Assessment of Liquidated Damages.

Subject to Section 5.3:

15.3.1 The Performance Bond shall provide that funds will be paid to the City in an amount equal to liquidated damages charged by the City resulting from payment for Grantee's material acts or material omissions pursuant to this Franchise or resulting from a pattern of repeated violations of any provisions of this Franchise.

15.3.2 In addition to the recovery of any monies owed by Grantee to the City or damages to the City as a result of any material acts or material omissions by Grantee pursuant to this Franchise; the City in its sole discretion may, after notice and opportunity to cure as provided in Section 15.1, charge to and collect from the Performance Bond the following liquidated damages.

- (1) For failure to provide data, documents, reports or information or to cooperate with the City during an application process or Cable System review or as otherwise provided herein, the liquidated damages shall be \$150 per day for each day, or part thereof, such failure occurs or continues.
- (2) For a material breach of the Customer Service Standards set forth in Section 6.1, the liquidated damages shall be \$150 per day for each day, or part thereof, such failure occurs or continues.
- (3) For failure to comply with any of the material provisions of this Franchise , or other City ordinance for which liquidated damages is not otherwise specifically provided pursuant to this subsection (3), the liquidated damages shall be up to \$350 per day for each day, or part thereof, such failure occurs or continues.

15.3.3 Each violation of any material provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of ninety (90) days in any given year.

15.3.4 If any subsequent letter of credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Performance Bond shall be of the same form and with a bank authorized herein and for the full amount stated in subsection 15.3.1. Expiration of any Performance Bond shall not excuse Grantee from payment of liquidated damages owed to the City.

15.3.5 The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City the sums set forth above for each day

that Grantee shall be in breach of the specific provisions of this Franchise. Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise.

#### 15.3.6 Collection of Liquidated Damages.

- (1) The Performance Bond referred to in Section 5.3 may be drawn upon by the City for breach of a material provision after notice and opportunity to cure.
- (2) The City shall give Grantee written notice of any intent to withdraw under this subsection. Within seven (7) days following receipt of such notice, Grantee shall restore the Performance Bond to the amount required under this Franchise. Grantee's maintenance of the Performance Bond shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Performance Bond or otherwise to limit the City's recourse to any other remedy available at law or in equity.
- (3) The assessment of liquidated damages does not constitute a waiver by the City of any other right or remedy it may have under this Franchise or applicable law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by the City by reason of the breach of this Franchise or to seek specific performance.
- (4) Grantee's maintenance of the security required herein or by applicable code shall not be construed to excuse unfaithful performance by Grantee of this Franchise; to limit liability of Grantee to the amount of the security; or to otherwise limit the City's recourse to any other remedy available at law or equity.

#### 15.4 Revocation.

15.4.1 This Franchise may be revoked and all rights and privileges rescinded if a material breach of this Franchise is not cured pursuant to Section 15.1, or in the event that:

- (1) Grantee fails to perform any material obligation under this Franchise;
- (2) Grantee attempts to evade or fails to perform any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;
- (3) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
- (4) Grantee abandons the Cable System, or terminates the Cable System's operations;
- (5) Grantee or an Affiliate challenges the legality or enforceability of this Franchise in a judicial or administrative (for example, FCC) proceeding;

- (6) Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a force majeure occurrence, or when approval of such outage or interruption is obtained from the City, it being the intent that there shall be continuous operation of the Cable System; or
- (7) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is an assignment for the benefit of Grantee's creditors, or all or part of Grantee's Cable System is sold under an instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

15.4.2 Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee (at the option of the City and subject to applicable law) whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless directed otherwise by a court of competent jurisdiction.

15.4.3 If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

- (1) The City has approved the transfer of this Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and
- (2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and provisions of this Franchise.

#### 15.5 Abandonment; Purchase of the Cable System.

15.5.1 If Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with any duty to provide continuous service to Subscribers or Persons as required herein, the City, at its option, may (a) operate the Cable System; or (b) designate another entity to operate the Cable System temporarily until Grantee restores service under conditions acceptable to the City, or until this Franchise is revoked and a new franchisee is selected by the City. Grantee shall reimburse the City for all reasonable costs, expenses and damages incurred, including reasonable attorney fees, court expenses and attributed expenses for work conducted by the City's staff or authorized agents.

15.5.2 If at any time this Franchise lawfully terminates, the City shall have the option to purchase the Cable System.

ARTICLE 16. FRANCHISE TRANSFER.16.1 Transfer of Ownership or Control.

16.1.1 The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation or change of control; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance or resolution.

16.1.2 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

16.1.3 The parties to the sale, change in control or transfer shall make a written request to the City for its approval of a sale or transfer or change in control and shall furnish all information required by law and the City.

16.1.4 In seeking the City's consent to any change in ownership or control, the proposed transferee or controlling entity shall indicate whether it:

- (1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;
- (2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
- (3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;
- (4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee or controlling entity, along with any other data that is lawfully required; and
- (5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of this Franchise.

16.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of receipt of the FCC Form 394 application, provided it has received a complete application. Subject to the foregoing, if the City fails to render a final decision

on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

16.1.6 Within thirty (30) days of any transfer or sale or change in control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or controlling entity, and the transferee or controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which Grantee is not replaced by another entity, Grantee will continue to be bound by all of the provisions of this Franchise, subject to applicable law, and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise. For purposes herein, to the extent that a change of control involves an entity that was not an Affiliate prior to the contemplated transaction, the City's consent shall be required for such change in control.

16.1.7 In reviewing a request for sale or transfer or change in control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer or change in control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.

16.1.8 Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment, change in control or transfer of this Franchise or Cable System to an Affiliate of Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of this Franchise including resolution of any non-compliance issues. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

#### ARTICLE 17. PROHIBITED PRACTICES AND NOTICES.

##### 17.1 Preferential or Discriminatory Practices Prohibited.

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, ethnic or national origin, religion, age, sex, sexual orientation, or physical or mental disability. Throughout the term of this Franchise, Grantee shall fully comply with

all equal employment and non-discrimination provisions and requirements of federal, State and local laws, and rules and regulations relating thereto.

17.2 Notices.

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Government Affairs  
Comcast Cable Communications, LLC  
15815 25<sup>th</sup> Ave W  
Lynnwood, Washington 98087

With a Copy To:

Government Affairs  
Comcast Cable  
4020 Auburn Wy N  
Auburn, WA 98002

City's address shall be:

Director of Public Works  
City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075

With a Copy To:

Michael R. Kenyon, City Attorney  
Kenyon Disend, PLLC  
11 Front Street South  
Issaquah, WA 98027

ARTICLE 18. MISCELLANEOUS PROVISIONS.

18.1 Cumulative Rights.

Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right

and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

18.2 Costs to be Borne by Grantee.

Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to any public meeting or hearing provided for pursuant to this Franchise.

18.3 Binding Effect.

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

18.4 Authority to Amend.

This Franchise may be amended at any time by written agreement between the parties.

18.5 Venue.

This Franchise is governed by and shall be construed under the laws of the State of Washington, excluding its choice-of-law rules. Any action arising out of or relating in any way to this Franchise shall be initiated in the Superior Court of King County, Washington or the Federal Court of the Western District of Washington.

18.6 Governing Laws.

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC, as amended, and any other applicable local, State and federal laws, rules, and regulations, as amended. Except as provided in Section 2.3.2 or otherwise in this Franchise, Ordinance No. 99-09 is hereby repealed and of no further force or effect. To the extent there is a conflict between this Franchise and any City ordinance or resolution, the terms and provisions of this Franchise shall control.

18.7 Captions.

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.

18.8 No Joint Venture.

Nothing in this Franchise creates or is intended to create any partnership, joint venture, or principal-agent relationship or other arrangement between Grantee and the City. Neither

party is authorized to nor act toward third Persons or the public in any manner that would indicate any such relationship with the other. The parties intend that the rights, obligations, and covenants in this Franchise and its collateral instruments are enforceable exclusively by the City and Grantee, and their successors and assigns. No term or provision of this Franchise has been included for the benefit of any Person not a party hereto, and no such Person has a right or cause of action hereunder, unless explicitly provided herein. Further, Grantee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City. Nothing in this Section 18.8 precludes an assignment as provided for at Section 16.1 of this Franchise.

18.9 Waiver.

The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

18.10 Severability.

If any word, article, section, subsection, paragraph, provision, condition, clause, or sentence set forth herein, or its application to any person or circumstance (collectively referred to as "Term"), is found by a court or agency of competent jurisdiction to be illegal, invalid, or unconstitutional for any reason, the remaining Terms of this Franchise shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

18.11 Compliance with Federal, State and Local Laws.

Grantee shall comply with applicable federal, State and local laws, rules and regulations, now existing or hereafter adopted.

18.12 Force Majeure.

In the event Grantee is prevented or delayed in the performance of any of its obligations herein due to unforeseen circumstances beyond its control, including, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, severe weather conditions, employee strikes, and unforeseen labor conditions not attributable to Grantee's employees, Grantee may not be held in default or subject to liability for delay and associated damages of any provisions of this Franchise affected thereby.

If Grantee believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Franchise, Grantee shall provide documentation as reasonably required by the City to

substantiate the Grantee's claim. Grantee may thereafter have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is reasonably satisfactory to the City, but Grantee shall nonetheless perform to the maximum extent it is able to perform and shall take reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible and bring itself back into compliance with this Franchise without unduly endangering the health, safety, and integrity of the Grantee's employees or property, or the health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

18.13 Entire Agreement.

This Franchise contains all covenants and agreements between the City and Grantee relating in any manner to this Franchise, use and occupancy of the Public Rights-of-Way, and other matters set forth in this Franchise. No prior agreements or understanding pertaining to the same, written or oral, are valid or of any force or effect, and the covenants and agreement of this Franchise may not be altered, modified, or added to except in writing signed by the City and Grantee and approved by the City in the same manner as the original Franchise was approved.

18.14 Attorneys' Fees.

If any action or suit arises in connection with this Franchise, attorneys' fees, costs and expenses in connection therewith shall be paid in accordance with the determination by the court of competent jurisdiction.

18.15 Action of the City or Grantee.

In any action mandated or permitted under the terms of this Franchise, City and Grantee shall act in a reasonable and timely manner. Furthermore, in any instance where approval or consent is required under the terms of this Franchise, such approval or consent shall not be unreasonably withheld.

18.16 Acceptance.

Within sixty (60) days of receipt of an executed Franchise from the City, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms, provisions and conditions of this Franchise, in a form substantially similar to Exhibit A attached hereto. In addition to the written acceptance, Grantee shall furnish the additional insured endorsements and certificates of insurance required pursuant to Section 5.2 and the Performance Bond pursuant to Section 5.3. The failure of Grantee to file such an acceptance shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the City.

ARTICLE 19. EFFECTIVE DATE.

This Franchise, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after the passage and publication of an approved summary thereof consisting of the title.

**EXHIBIT "A"**

*(Acceptance of Franchise)*

Franchise issued pursuant to Ordinance No. \_\_\_\_\_.

I, \_\_\_\_\_, am the \_\_\_\_\_,  
and am the authorized representative to accept the above-referenced Franchise on behalf  
of \_\_\_\_\_. In my capacity as  
\_\_\_\_\_, and not individually, I certify that this Franchise and  
all terms and conditions thereof are accepted by \_\_\_\_\_, without  
qualification or reservation and that \_\_\_\_\_ unconditionally  
guarantee(s) performance of all such terms and conditions.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

Tax Payer ID# \_\_\_\_\_

STATE OF \_\_\_\_\_ |  
COUNTY OF \_\_\_\_\_ | ss.

I certify that I know or have satisfactory evidence that  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that said person signed this instrument, on oath stated that said person was  
authorized to execute the instrument and acknowledged it (as the  
\_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
corporation), to be the free and voluntary act of such corporation/individual for the uses  
and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
Print Name

Notary public in and for the state of  
\_\_\_\_\_, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

*Public  
Works*



Public Hearing on Ordinance No. O2020-XXXX  
Comcast Franchise Agreement

**City Council Regular Meeting  
October 20, 2020**



## Background

- Currently, the City has been without a franchise agreement with Comcast since August 31, 2004. The City has been operating under an expired 1996 franchise negotiated by King County (see Ordinance No. 99-09).
- The City has been collecting a 5% franchise fee from Comcast on a quarterly basis (roughly \$200,000/quarter). 5% is the cap per federal law (47 U.S.C. 542) and 2019 FCC Order.
- Comcast has continued to apply for permits to the City to construct, install, maintain, repair, and operate a fiber optic-based cable system within the public right-of-way of the City.

# Legal Authority

## **RCW 35A.47.040**

Every code city shall have authority to permit and regulate under such restrictions and conditions as it may set by charter or ordinance and to grant nonexclusive franchises for the use of [its] public ROWs for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service.

*Note: Cable franchises are largely governed by federal law than state law.*

## Highlights of the Proposed Franchise Agreement

### Basic Features:

- Non-exclusive authority to construct, operate, maintain, reconstruct, repair and upgrade the fiber optic-based cable system in the public ROW.
- This Franchise is not a substitute for a business license nor for any permit required by the City for ROW operation.

# Highlights

## Term and Renewal:

- An initial term of 10 years and would automatically renew for up to 3 additional 5-year periods (25 years total).

## Powers Retained by the City:

- Full authority over the public ROW and full power to enforce laws.
- ROW permits reimburses the administrative fees needed to manage and inspect the work on the permit.

# Highlights

## Franchise Fee:

- As compensation for the use of the public ROW, Comcast will pay to the City, throughout the duration of this franchise, an amount equal to 5% of its Gross Revenues from the franchise area.

# Highlights

## Liability Protections:

- General Indemnification provision for the City, officials, and employees.
- Indemnification for Relocation.
- Insurance Requirements with minimum coverage limits per the WCIA.
- Performance Bond Requirement of \$50,000.00 to ensure full and faithful performance.

# Highlights

## Access Channels:

- Comcast will provide 1 Access Channel (Channel 21) for Governmental Access Programming at no additional charge.

## Support for Access Capital Costs (Optional):

- City has the option to approve pass-through charges for Comcast to collect and remit a monthly Capital Contribution to the City for Access purposes including for equipment purchases, construction and relocation costs.
- The Capital Contribution shall not exceed \$0.25 per subscriber per month and the City shall have discretion to allocate the Capital Contribution in accordance with applicable law.

# Highlights

## Revocation of Franchise

- In the event of an uncured default, the City may revoke the Franchise.

## Authority to Amend:

- Franchise may be amended at any time by written agreement between both parties.

## Conditions of Acceptance:

- Within 60 days of receipt of an executed Franchise from the City, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms, provisions and conditions of this Franchise.



## Public Hearing on Ordinance No. 02020-XXXX Comcast Franchise Agreement

# Questions?

*Public  
Works*



Public Hearing on Ordinance No. O2020-XXXX  
Comcast Franchise Agreement

**Thank you!**



**Agenda Bill**  
City Council Regular Meeting  
October 20, 2020



<b>SUBJECT:</b>	Small Business and Nonprofit Grants - Round 2		
<b>DATE SUBMITTED:</b>	October 14, 2020		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action	<input checked="" type="checkbox"/> Direction	<input type="checkbox"/> Informational
<b>RECOMMENDATION:</b>	Consider approving the grant application and directing staff to proceed with the grant process.		
<b>EXHIBITS:</b>			
<b>BUDGET:</b>			
Total dollar amount	\$400,000 (Subcommittee Recommendation)	<input type="checkbox"/>	Approved in budget
Fund(s)	General Fund	<input checked="" type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability		

**KEY FACTS AND INFORMATION SUMMARY:**

On September 1, 2020, the City Council approved the distribution of \$420,000 to 42 small businesses affected by the COVID-19 public health emergency. The Council also discussed whether to consider a second round of funding and assigned a subcommittee composed of Deputy Mayor Malchow and Councilmembers Ross and Stuart to study the matter and return with a recommended approach that would include nonprofits.

The subcommittee met twice to review the first round grant process and consider updates to ensure funding would be provided to businesses and nonprofits with the greatest need. On October 6, 2020, the Council discussed the subcommittee's recommendations and directed them to review several additional questions and return at the next meeting. They met a third time and refined their recommendation in two primary ways:

- Added a recommendation on total program budget and a distribution methodology; and
- Updated the program schedule to provide more time for promotion and submittal of applications.

The following sections describe the proposed approach to the second round of grants.

### **Eligibility Criteria**

The following minimum eligibility criteria are recommended to apply to businesses and nonprofits that apply for the second round of funding:

- A maximum of 25 FTEs (*previously 15 FTEs*);
- Physically located within Sammamish;
- An active Sammamish Business License;
- Been in operation in Sammamish since June 1, 2019;
- Sustained a 25% or greater loss in second quarter year-over-year revenues (*new criteria*);
- Nonprofits must be registered as a 501(c)(3) with the IRS (*new criteria*);
- Cannot be owned or partially owned by a current City of Sammamish employee or Councilmember or an immediate family member of a current City of Sammamish employee or Councilmember.

### **Funding Recommendation**

The Committee recommends the following funding guidelines for the second round:

1. \$400k in total program budget;
2. First-time applicants receive priority, up to \$10k per applicant;
3. Funds remaining after step 2 will be distributed to both new and returning applicants, up to \$5k per applicant.
4. If there is no or limited funding remaining for step 3, the Council may consider adding additional funding or running a lottery.

Grants will be awarded based on need. If a first-time applicant has a \$5,000 need, they would not be funded at the full \$10k level in step 2. Should a first-time applicant (or returning applicant) show a need in excess of \$10k, they would be eligible for the additional grant of up to \$5k in step 3, depending on funding availability.

This methodology equalizes the grant awards between rounds one and two, as all grantees (new or returning) will be eligible for \$1,000 - \$15,000 in funding.

These funds will be available to reimburse eligible expenditures incurred between March 1, 2020 - November 30, 2020. Approved grantees will be required to submit a complete and signed accounting form showing proof of eligible expenditures prior to disbursing funds.

### **Draft Application**

The draft application for the second round of funding may be viewed here: [view grant application](#). Please note there is conditional logic built into the application, so certain questions will be shown or hidden depending on the applicant's answers to previous questions. For example, if the applicant selects they are a nonprofit, it will not ask if they received a small business grant in the first round.

In the time since this item was presented on October 6, the following additional changes were made to the application:

- Section 2: If the applicant selects "yes" to the question asking whether the business/nonprofit received a first round grant, two new follow-up questions appear. One asks whether they have used their \$10k grant and submitted the required reporting, and the second asks them to explain the need for additional funding.

- Section 3: The question where applicants enter their eligible expenses has been modified to require "actual" expenses rather than "estimated" expenses. Also specified that amounts over \$15k (maximum grant amount) do not need to be listed and that the figures entered must be verifiable.
- Other minor updates, removals, and formatting.

#### **Potential Grant Program Timeline**

The schedule for this round is limited by the date of the last Council meeting in 2020. Typically the Council cancels their third meeting in December due to the holidays. The Committee desired to give adequate time for promotion and for applications to be submitted, so the following recommendation utilizes the last regular Council meeting of the year for approval of the grants.

- **Oct. 20:** Council approves second round of grant program
- **Oct. 21:** Staff promotes grant program and prepares to post the application
- **Nov. 2:** Application period opens (for 4 weeks); promotion continues
- **Nov. 29:** Application period closes; staff review applications and prepare agenda materials
- **Dec. 15:** Council approves distribution

#### **Promotion**

Staff previously wrote that, if the City wanted to promote the grant program to all businesses/nonprofits that have a license with the City, it would need to be done through physical mail. This is because there are restrictions on the use of licensees' personal contact information for matters unrelated to the license. The City Clerk's Office recently spoke with the Department of Revenue (DOR) who said the City could use the email addresses of license holders to send notification of the grant program if the email comes from an authorized user of the DOR system. This method of notification will be much faster and less burdensome than mailing a postcard.

The email blast will be combined with other forms of communication to ensure the program is widely known by small businesses and nonprofits in the community. Additional outreach will be performed through the digital newsletter, City website, and social media. The promotion will continue as long as the application remains open.

**Agenda Bill**  
 City Council Regular Meeting  
 October 20, 2020



<b>SUBJECT:</b>	Ordinance: Amending Section 20.05.040 of the Sammamish Municipal Code to require disclosure of names and addresses of all land use applicant members, including all individuals who hold transferable interests in the applicant or its members.	
<b>DATE SUBMITTED:</b>	October 14, 2020	
<b>DEPARTMENT:</b>	City Manager's Office	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Consider adoption of an ordinance amending Section 20.05.040 of the Sammamish Municipal code as shown in Exhibit A to the ordinance.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Ordinance</a>	
<b>BUDGET:</b>		
Total dollar amount	<input type="checkbox"/>	<b>Approved in budget</b>
Fund(s)	<input type="checkbox"/>	<b>Budget reallocation required</b>
	<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the City of Sammamish adopt an ordinance amending SMC 20.05.040, "Application Requirements" to require disclosure of names and addresses of all land use applicant members, including all individuals who hold transferable interests in the applicant or its members?

**KEY FACTS AND INFORMATION SUMMARY:**

The City has observed that the acquisition, assembly, and development of real property within the Sammamish is increasingly undertaken by land-use applicants organized as limited liability companies, rather than individuals or groups of individuals. The residents of the City of Sammamish are entitled to the names of individuals who hold beneficial interests in limited liability companies pursuing land use permits for development within the City.

With the goal of achieving more transparency from limited liability companies pursuing development in the City, the City's land use application requirements should include the disclosure of the names of

individuals holding interests in such limited liability companies. The ordinance before you, if passed, would accomplish this goal.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2020-XXX**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING SECTION 20.05.040 OF THE  
SAMMAMISH MUNICIPAL CODE TO REQUIRE  
DISCLOSURE OF NAMES AND ADDRESSES OF ALL  
LAND USE APPLICANT MEMBERS, INCLUDING ALL  
INDIVIDUALS WHO HOLD TRANSFERABLE  
INTERESTS IN THE APPLICANT OR ITS MEMBERS;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING  
AN EFFECTIVE DATE**

**WHEREAS**, the City Council finds that the private acquisition, assembly, and development of real property within the City of Sammamish is a matter of substantial public interest and importance; and

**WHEREAS**, the City has observed that the acquisition, assembly, and development of real property within the City is increasingly undertaken by land-use applicants that are organized as limited liability companies, rather than individuals or groups of individuals; and

**WHEREAS**, the City Council finds that the protection of the public health, safety, and welfare requires that private development within the City be conducted transparently, and that disclosure of the names of all individuals who hold the beneficial financial interests in limited liability companies pursuing land-use permits for development within the City would be in the public interest;

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

**Section 1. SMC 20.05.040, Amended.** Sammamish Municipal Code Section 20.05.040 is hereby amended to read as set forth in Attachment A hereto.

**Section 2. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect five (5) days after publication of the Ordinance as required by law.

//  
//  
//

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_ DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
Karen Moran, Mayor

Attest/Authenticated:

\_\_\_\_\_  
Lita Hachey, City Clerk

Approved as to Form

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:

Date Adopted:

Date of Publication:

Effective Date:

**EXHIBIT A****20.05.040 Application requirements.**

(1) The department shall not commence review of any application set forth in this chapter until the applicant has submitted the materials and fees specified for complete applications. Applications for land use permits requiring Type 1, 2, 3, or 4 decisions shall be considered complete as of the date of submittal upon determination by the department that the materials submitted meet the requirements of this section. Except as provided in subsection (2) of this section, all land use permit applications described in SMC 20.05.020, Exhibit A, shall include the following:

- (a) An application form provided by the department and completed by the applicant that allows the applicant to file a single application form for all land use permits requested by the applicant for the development proposal at the time the application is filed;
- (b) Designation of who the applicant is, except that this designation shall not be required as part of a complete application for purposes of this section when a public agency or public or private utility is applying for a permit for property on which the agency or utility does not own an easement or right-of-way and the following three requirements are met:
  - (i) The name of the agency or private or public utility is shown on the application as the applicant;
  - (ii) The agency or private or public utility includes in the complete application an affidavit declaring that notice of the pending application has been given to all owners of property to which the application applies, on a form provided by the department; and
  - (iii) The form designating who the applicant is is submitted to the department prior to permit approval;
- (c) A certificate of sewer availability from the Sammamish Plateau Sewer and Water District or site percolation data with preliminary approval by the Seattle-King County department of public health;
- (d) A current certificate of water availability, as required by Chapter 21A.60 SMC;
- (e) Review by Sammamish fire services;
- (f) A site plan, prepared in a form prescribed by the director;
- (g) Proof that the lot or lots are recognized as separate lots pursuant to the provisions of Chapter 19A.04 SMC;
- (h) A sensitive areas affidavit if required by Chapter 21A.50 SMC;

- (i) A completed environmental checklist, if required by Chapter 20.15 SMC, State Environmental Policy Act Procedures;
- (j) Payment of any development permit review fees, excluding impact fees, as set forth by resolution;
- (k) A list of any permits or decisions applicable to the development proposal that have been obtained prior to filing the application or that are pending before the City or any other governmental entity;
- (l) Approved traffic impact analysis from the director or designee, if required by Chapter 14A.15 SMC;
- (m) Certificate of future connection from the appropriate purveyor for lots located within the City that are proposed to be served by on-site or community sewage system and/or group B water systems or private well;
- (n) A determination if drainage review applies to the project pursuant to Chapter 9.04 KCC as adopted by SMC Title 13, and, if applicable, all drainage plans and documentation required by the King County Surface Water Design Manual adopted pursuant to Chapter 9.04 KCC as adopted by SMC Title 13;
- (o) Current assessor's maps and a list of tax parcels to which public notice must be given as provided in this chapter, for land use permits requiring a Type 2, 3 or 4 decision;
- (p) Legal description of the site;
- (q) Variances obtained or required under SMC Title 21A to the extent known at the date of application;
- (r) Verification that the property affected by the application is in the exclusive ownership of the applicant, or that the applicant has a right to develop the site and that the application has been submitted with the consent of all owners of the affected property; provided, that compliance with subsection (2)(d) of this section shall satisfy the requirements of this subsection (1)(r); ~~and~~
- (s) For commercial site development permits only, a phasing plan and a time schedule, if the site is intended to be developed in phases or if all building permits will not be submitted within three years; ~~and-~~
- (t) For any applicant organized as a single-member or multiple-member limited liability company, the designation required by subsection (1)(b) of this section must include the names and addresses of all the applicant's members, including all individuals who hold transferable interests in the applicant or its members.

A permit application is complete for purposes of this section when it meets the procedural submission requirements of the department and is sufficient for continued processing even though additional information may be required or project modifications may be undertaken subsequently. The determination of completeness shall not preclude the department from requesting additional information or studies either at the time of notice of completeness or subsequently if new or additional information is required or substantial changes in the proposed action occur, as determined by the department.

(2) Additional complete application requirements apply for the following land use permits:

(a) Clearing and grading permit, as set forth in SMC 16.15.070;

(b) Construction permits as set forth in SMC 16.20.215;

(c) Mobile home permits as set forth in SMC 21A.70.170;

(d) For all applications for land use permits requiring Type 2, 3, or 4 decisions, a title report from a reputable title company indicating that the applicant has either sole marketable title to the development site or has a publicly recorded right to develop the site (such as an easement); if the title report does not clearly indicate that the applicant has such rights, then the applicant shall include the written consent of the record holder(s) of the development site.

(3) The director may specify the requirements of the site plan required to be submitted for various permits and may waive any of the specific submittal requirements listed herein that are determined to be unnecessary for review of an application.

(4) The applicant shall attest by written oath to the accuracy of all information submitted for an application.

(5) Applications shall be accompanied by the payment of the applicable filing fees, if any, as set forth by resolution.

**Agenda Bill**  
 City Council Regular Meeting  
 October 20, 2020



<b>SUBJECT:</b>	Solid Waste/Recycling: Republic Services Rate Increase Requests (B&O Tax and CPI Index)											
<b>DATE SUBMITTED:</b>	October 13, 2020											
<b>DEPARTMENT:</b>	Public Works											
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
<b>RECOMMENDATION:</b>	Approve the requested rate increases pursuant to Sections 4.3.4.1 and 4.3.1 of the Comprehensive Garbage, Recyclables, and Compostables Collection Contract with Republic Services.											
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - 2021 B&amp;O Tax Rate Increase - Residential</a> <a href="#">2. Exhibit 2 - 2021 CPI Rate Adjustment - Residential</a>											
<b>BUDGET:</b>	<table> <tr> <td>Total dollar amount</td> <td>\$0</td> <td><input type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>N/A</td> <td><input type="checkbox"/> Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input checked="" type="checkbox"/> No budgetary impact</td> </tr> </table>			Total dollar amount	\$0	<input type="checkbox"/> Approved in budget	Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required			<input checked="" type="checkbox"/> No budgetary impact
Total dollar amount	\$0	<input type="checkbox"/> Approved in budget										
Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required										
		<input checked="" type="checkbox"/> No budgetary impact										
<b>WORK PLAN FOCUS AREAS:</b>	<table> <tr> <td><input type="checkbox"/>  Transportation</td> <td><input type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input checked="" type="checkbox"/>  High Performing Government</td> <td><input type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety											
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability											
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation											
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability											

**NEEDED FROM COUNCIL:**  
 Should the City Council approve Republic Services Rate Increase Requests (B&O Tax and CPI Index)?

**KEY FACTS AND INFORMATION SUMMARY:**  
 Pursuant to Section 4.3.4.1 (New or Changes in Existing Taxes) of the [Contract](#), if new City, County, or Washington State taxes or fees are imposed, Republic and the City are to enter into good faith negotiations to determine appropriate compensation adjustments for the amount exceeding \$5,000.00. On April 1, 2020, the Washington Legislature raised the B&O Tax on certain service industries, including the solid waste industry, from 1.5% to 1.75% as a Workforce Education Investment Surcharge ([EESB 6492](#)). The net result of this 0.25% B&O tax increase on gross revenue from the Sammamish municipal solid waste contract with Republic is \$21,161.64. Attached is Republic’s B&O Tax Increase request. If approved, the average ratepayer will see an average increase of \$0.07 per month.

Additionally, pursuant to Section 4.3.1 (Annual CPI Modification), rates are also to be annually adjusted in accordance with the Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton Metropolitan Area. Republic is required to submit in writing a Rate Adjustment Statement calculating the new rates for the next year by October 1st of each year. Attached is Republic's Rate Adjustment Statement, dated September 23, 2020. The CPI Index between June 2019 and June 2020 increased 1.0077%. If approved, the average ratepayer will see an increase of \$0.37 per month (inclusive of the B&O Tax Increase).

If the City were to approve Republic Services' rate increase requests, we need to determine what form of notification is appropriate for rate payers (whether through individual mailers or a notice in the Seattle Times). The City will of course advertise the increases on our own communications channels. Republic Services will need to notify customers of these increases by November 15, 2020.

#### **FINANCIAL IMPACT:**

No financial impact associated with this item.

#### **OTHER ALTERNATIVES CONSIDERED:**

Council may choose not to approve the requested rate increases leaving the current 2020 solid waste/recycling rates for 2021.

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[City of Sammamish Comprehensive Plan- Utilities](#)

GOAL UT.1: Ensure development and the maintenance of all utilities at levels of service adequate to accommodate existing and projected growth.

- Policy UT1.2- Utilize franchise agreements with private utility providers and inter-local agreements with public utility providers as a means to protect and advance adopted City goals and policies.

**City of Sammamish**

**Republic Services**

**B&O Tax Rate Increase - Residential**

Effective 1/1/2021

Notice Given: 9/23/2020

Notification to Customers: 11/15/2020

	1	2	3	4	5	6	7	8	Overall % Change
	Current Rates effective 1/1/2020				B&O Tax Rate 0.2500%	Proposed Rate Structure			
	Current Rate	Pounds per Unit	Current Disposal Portion	Current Service Portion		New Service Portion of Rate	New Disposal Portion of Rate	Proposed Rate Effective 1/1/2021*	
Monthly One 32 gallon Garbage Cart	\$ 27.00	23.00	\$ 1.62	\$ 25.38	\$ 0.07	\$ 25.44	\$ 1.62	\$ 27.07	0.25%
One 10 gallon Micro-Can	\$ 28.14	8.00	\$ 2.45	\$ 25.69	\$ 0.07	\$ 25.76	\$ 2.45	\$ 28.21	0.25%
One 20-gallon Garbage Cart	\$ 30.23	12.50	\$ 3.82	\$ 26.41	\$ 0.08	\$ 26.48	\$ 3.82	\$ 30.31	0.25%
1 32/35-gallon Garbage Cart	\$ 34.49	19.00	\$ 5.81	\$ 28.68	\$ 0.09	\$ 28.76	\$ 5.81	\$ 34.57	0.25%
1 45-gallon Garbage Cart	\$ 38.22	25.00	\$ 7.65	\$ 30.58	\$ 0.10	\$ 30.68	\$ 7.65	\$ 38.32	0.25%
1 60/64-gallon Garbage Cart	\$ 43.49	33.00	\$ 10.09	\$ 33.40	\$ 0.11	\$ 33.51	\$ 10.09	\$ 43.60	0.25%
1 90/96-gallon Garbage Cart	\$ 51.52	44.00	\$ 13.46	\$ 38.06	\$ 0.13	\$ 38.19	\$ 13.46	\$ 51.65	0.25%
Additional 32 Gallon Cans (weekly svc)	\$ 13.47	19.00	\$ 5.81	\$ 7.66	\$ 0.03	\$ 7.70	\$ 5.81	\$ 13.51	0.25%
Extras (32 gallon equivalent)	\$ 4.47	23.00	\$ 1.62	\$ 2.84	\$ 0.01	\$ 2.85	\$ 1.62	\$ 4.48	0.25%
<b>Miscellaneous Fees:</b>									
Recycling Only (no garbage service)	\$ 10.32		\$ -	\$ 10.32	\$ 0.03	\$ 10.34	\$ -	\$ 10.34	0.25%
Extra Yard Debris (32 gallon bag/bundle/can)	\$ 3.26		\$ -	\$ 3.26	\$ 0.01	\$ 3.27	\$ -	\$ 3.27	0.25%
2nd and Additional 96-Gallon Yard Waste Cart	\$ 6.52		\$ -	\$ 6.52	\$ 0.02	\$ 6.53	\$ -	\$ 6.53	0.25%
Bear-resistant Cart - Additional Monthly Rental	\$ 5.43		\$ -	\$ 5.43	\$ 0.01	\$ 5.44	\$ -	\$ 5.44	0.25%
Bear-resistant Cart - Additional Monthly Service Surcharge	\$ 5.43		\$ -	\$ 5.43	\$ 0.01	\$ 5.44	\$ -	\$ 5.44	0.25%
Return Trip	\$ 6.52		\$ -	\$ 6.52	\$ 0.02	\$ 6.53	\$ -	\$ 6.53	0.25%
Roll-out Charge, per 25 ft, per cart, per time	\$ 3.26		\$ -	\$ 3.26	\$ 0.01	\$ 3.27	\$ -	\$ 3.27	0.25%
Drive-in Charge, per month	\$ 6.52		\$ -	\$ 6.52	\$ 0.02	\$ 6.53	\$ -	\$ 6.53	0.25%
Overweight/Oversize container (per p/u)	\$ 3.26		\$ -	\$ 3.26	\$ 0.01	\$ 3.27	\$ -	\$ 3.27	0.25%
Redelivery of one or more containers	\$ 10.86		\$ -	\$ 10.86	\$ 0.03	\$ 10.89	\$ -	\$ 10.89	0.25%
Cart Cleaning (per cart per cleaning)	\$ 10.86		\$ -	\$ 10.86	\$ 0.03	\$ 10.89	\$ -	\$ 10.89	0.25%
Sunken Can Surcharge per month, Roll-out fee also applies	\$ 8.14		\$ -	\$ 8.14	\$ 0.02	\$ 8.16	\$ -	\$ 8.16	0.25%
Non-CFC Containing Large Appliances ("white goods"), per item	\$ 21.72		\$ -	\$ 21.72	\$ 0.05	\$ 21.77	\$ -	\$ 21.77	0.25%
Refrigerators/Freezers/Air Conditioners per item	\$ 32.58		\$ -	\$ 32.58	\$ 0.08	\$ 32.66	\$ -	\$ 32.66	0.25%
Sofas, Chairs, per item	\$ 21.72		\$ -	\$ 21.72	\$ 0.05	\$ 21.77	\$ -	\$ 21.77	0.25%
Mattresses, Boxsprings, per item	\$ 21.72		\$ -	\$ 21.72	\$ 0.05	\$ 21.77	\$ -	\$ 21.77	0.25%

\*= Note-Final rates here will be adjusted for CPI increase before implementation

**City of Sammamish**

**Republic Services**

**CPI Rate Adjustment - Residential**

Effective 1/1/2021

Notice Given: 9/23/2020

Notification to Customers: 11/15/2020

	1	2	3	4	5	6	7	8	Overall % Change
	Current Rates after B&O Adjust.				CPI Rate Increase 1.0077%	Proposed Rate Structure			
	Current Rate	Pounds per Unit	Current Disposal Portion	Current Service Portion		New Service Portion of Rate	New Disposal Portion of Rate	Proposed Rate Effective 1/1/2021*	
Monthly One 32 gallon Garbage Cart	\$ 27.07	23.00	\$ 1.62	\$ 25.44	\$ 0.27	\$ 25.72	\$ 1.62	\$ 27.34	1.01%
One 10 gallon Micro-Can	\$ 28.21	8.00	\$ 2.45	\$ 25.76	\$ 0.28	\$ 26.05	\$ 2.45	\$ 28.49	1.01%
One 20-gallon Garbage Cart	\$ 30.31	12.50	\$ 3.82	\$ 26.48	\$ 0.31	\$ 26.79	\$ 3.82	\$ 30.61	1.01%
1 32/35-gallon Garbage Cart	\$ 34.57	19.00	\$ 5.81	\$ 28.76	\$ 0.35	\$ 29.11	\$ 5.81	\$ 34.92	1.01%
1 45-gallon Garbage Cart	\$ 38.32	25.00	\$ 7.65	\$ 30.68	\$ 0.39	\$ 31.06	\$ 7.65	\$ 38.71	1.01%
1 60/64-gallon Garbage Cart	\$ 43.60	33.00	\$ 10.09	\$ 33.51	\$ 0.44	\$ 33.95	\$ 10.09	\$ 44.04	1.01%
1 90/96-gallon Garbage Cart	\$ 51.65	44.00	\$ 13.46	\$ 38.19	\$ 0.52	\$ 38.71	\$ 13.46	\$ 52.17	1.01%
Additional 32 Gallon Cans (weekly svc)	\$ 13.51	19.00	\$ 5.81	\$ 7.70	\$ 0.14	\$ 7.83	\$ 5.81	\$ 13.64	1.01%
Extras (32 gallon equivalent)	\$ 4.48	23.00	\$ 1.62	\$ 2.85	\$ 0.05	\$ 2.90	\$ 1.62	\$ 4.52	1.01%
<b>Miscellaneous Fees:</b>									
Recycling Only (no garbage service)	\$ 10.34		\$ -	\$ 10.34	\$ 0.10	\$ 10.45	\$ -	\$ 10.45	1.01%
Extra Yard Debris (32 gallon bag/bundle/can)	\$ 3.27		\$ -	\$ 3.27	\$ 0.03	\$ 3.30	\$ -	\$ 3.30	1.01%
2nd and Additional 96-Gallon Yard Waste Cart	\$ 6.53		\$ -	\$ 6.53	\$ 0.07	\$ 6.60	\$ -	\$ 6.60	1.01%
Bear-resistant Cart - Additional Monthly Rental	\$ 5.44		\$ -	\$ 5.44	\$ 0.05	\$ 5.50	\$ -	\$ 5.50	1.01%
Bear-resistant Cart - Additional Monthly Service Surcharge	\$ 5.44		\$ -	\$ 5.44	\$ 0.05	\$ 5.50	\$ -	\$ 5.50	1.01%
Return Trip	\$ 6.53		\$ -	\$ 6.53	\$ 0.07	\$ 6.60	\$ -	\$ 6.60	1.01%
Roll-out Charge, per 25 ft, per cart, per time	\$ 3.27		\$ -	\$ 3.27	\$ 0.03	\$ 3.30	\$ -	\$ 3.30	1.01%
Drive-in Charge, per month	\$ 6.53		\$ -	\$ 6.53	\$ 0.07	\$ 6.60	\$ -	\$ 6.60	1.01%
Overweight/Oversize container (per p/u)	\$ 3.27		\$ -	\$ 3.27	\$ 0.03	\$ 3.30	\$ -	\$ 3.30	1.01%
Redelivery of one or more containers	\$ 10.89		\$ -	\$ 10.89	\$ 0.11	\$ 11.00	\$ -	\$ 11.00	1.01%
Cart Cleaning (per cart per cleaning)	\$ 10.89		\$ -	\$ 10.89	\$ 0.11	\$ 11.00	\$ -	\$ 11.00	1.01%
Sunken Can Surcharge per month, Roll-out fee also applies	\$ 8.16		\$ -	\$ 8.16	\$ 0.08	\$ 8.25	\$ -	\$ 8.25	1.01%
Non-CFC Containing Large Appliances ("white goods"), per item	\$ 21.77		\$ -	\$ 21.77	\$ 0.22	\$ 21.99	\$ -	\$ 21.99	1.01%
Refrigerators/Freezers/Air Conditioners per item	\$ 32.66		\$ -	\$ 32.66	\$ 0.33	\$ 32.99	\$ -	\$ 32.99	1.01%
Sofas, Chairs, per item	\$ 21.77		\$ -	\$ 21.77	\$ 0.22	\$ 21.99	\$ -	\$ 21.99	1.01%
Mattresses, Boxsprings, per item	\$ 21.77		\$ -	\$ 21.77	\$ 0.22	\$ 21.99	\$ -	\$ 21.99	1.01%

**Agenda Bill**  
 City Council Regular Meeting  
 October 20, 2020



<b>SUBJECT:</b>	Discussion: 2021 State Legislative Priorities		
<b>DATE SUBMITTED:</b>	October 13, 2020		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Discuss potential 2021 legislative priorities and provide feedback to staff and the lobbyists.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - 2021 Potential Legislative Priority Ideas</a> <a href="#">2. Exhibit 2 - 2020 Legislative Priorities</a> <a href="#">3. Exhibit 3 - Lobbyist Memo on 2021 Session Preview</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/>	<b>Approved in budget</b>
Fund(s)		<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input checked="" type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**

What priorities should the City include on its 2021 legislative agenda?

**KEY FACTS AND INFORMATION SUMMARY:**

**Summary**

Toward the end of each year, the City Council adopts legislative priorities for the following year's State legislative session. These priorities help provide the direction and focus needed to influence legislation and budget at the State level for the benefit of Sammamish residents.

On October 20, 2020, the Council will begin discussing which priorities they would like to pursue during the 2021 legislative session. To assist with the discussion, staff and the City's lobbyists have developed a list of potential 2021 priorities for the Council to consider (**Exhibit 1**). This list is not exhaustive, and Councilmembers may have additional ideas not contained here that can be discussed during the meeting.

Once the Council has determined the priorities they wish to pursue, staff will organize them into a graphic that can be used for presentation to legislators and the public. **Exhibit 2** contains the graphic used during the 2020 session.

Additionally, the City's lobbyists (Luke Esser and Nick Federici) will briefly report out on expectations for the 2021 legislative session. They have provided the memo contained in **Exhibit 3** previewing the upcoming session, including information about the 2021-2023 budget.

### **Background**

The City Council shifted its approach to legislative priorities in 2018 - moving from a broad list of general issues, to a condensed list of City-specific requests. For the 2019 session, the City hired lobbyists for the first time in its history to better advocate for its priorities; it also held the first meet and greet with legislators representing Sammamish to secure support before the legislative session. These efforts have resulted in a respectable list of accomplishments, including over \$1.5 million in appropriations for fish passage culvert improvements and a new law that made progress toward solving a park district taxation issue for a number of Sammamish homeowners.

### **Other 2021 Priorities:**

- [Association of Washington Cities](#) (Draft)
- Sound Cities Association has not yet drafted 2021 priorities. The SCA Legislative Committee is in the process of developing a legislative agenda to recommend to the PIC.
- [King County-Cities Climate Collaboration K4C Legislative Interests](#)
- [Lake Washington/Cedar/Sammamish Watershed \(WRIA 8\)](#)

## Potential 2021 Legislative Priorities | City of Sammamish

The following list contains ideas of potential 2021 legislative priorities for the City Council to consider.

### Roads

#### 1. SR 202/Sahalee Intersection Roundabout: Add to WSDOT's Work Program

Estimates: Design: \$1.6M Construction: \$8.1M – \$10.8M

- State Route 202 is an important east-west link for communities like Sammamish, Redmond, Woodinville, Fall City and North Bend. Growth and development have contributed to increasing traffic on SR 202 over the last decade, resulting in longer travel times for commuters and freight.
- [WSDOT studied the SR 202 corridor](#) and identified the intersection at Sahalee Way as having heavy traffic demand. The Study revealed this intersection currently receives a failing grade for level of service during the afternoon peak hour, according to WSDOT's standards.
- The Study recommended replacing the intersection with a roundabout as one strategy to manage congestion. It was the **highest scoring project** on the "mid-term strategies" list.
- The State has demonstrated that this corridor is important by appropriating funds for WSDOT to perform the Study. The next step is for the legislature to ensure that this project is added to WSDOT's work program so that design and construction may begin.

#### 2. SR 202/ELSP Intersection Improvements: Add to WSDOT's Work Program

Estimates: Design: \$100k Construction: \$450k - \$600k

- [WSDOT studied the SR 202 corridor](#) and identified the intersection at East Lake Sammamish Parkway as being "one of the most congested portions of the corridor." The Study revealed this intersection currently receives a failing grade for level of service during the morning peak hour, according to WSDOT's standards.
- The Study recommended small improvements to the intersection, primarily involving the relocation of a crosswalk. This was the **highest scoring project** on the "near-term strategies" list, which is a list of "low-cost strategies that have a high return on investment and can be delivered relatively quickly."

#### 3. Sahalee Way Widening

Phase: Design & Construction | Request: \$5M - \$10M

- Funding to include ITS signal coordination to allow for transit signal priority, fill in missing gap sidewalks, bike lanes, and signalized intersection improvements to ensure that pedestrians can safely access the corridor. The project limits include Sahalee Way between NE 12th and to the north City limit.
- Sahalee Way is a major route for getting on and off the Sammamish plateau. It will serve as one of the primary routes for Sammamish residents traveling to and from light rail in Redmond when service begins in 2024.

#### 4. Issaquah-Fall City Road: Phase 2

Phase: Construction | Request: \$5M - \$10M

- Widen Issaquah-Fall City Road to three lanes from Klahanie Drive SE to Issaquah-Beaver Lake Road. Install multimodal improvements, including bike lanes and pedestrian improvements, to increase safety for all users.
- The segment of roadway between Old SE Issaquah Fall City Road and SE 39<sup>th</sup> St has flooding. In 2020 the road was closed for 14 days, which caused impacts to emergency services and access to Endeavour Elementary School. Access to Duthie Hill Park was also affected.
- This major arterial serves multiple jurisdictions and acts as a link between I-90 and SR 202.
- **Staff met with Sen. Mullet on July 9, 2020. The senator said he would support the City's efforts to pursue additional grant funding for Phase II of the IFCR project. Sen. Mullet previously helped the City secure a \$5M grant for Phase I through the State's Connecting Washington program.**

## Transit

### 1. Employer Shuttles

(Relates to 2019 & 2020 "Metro Monopoly Lifted" priority)

- In 2019-20, two bills were introduced ([HB 1957](#) and [SB 5896](#)) regarding employer shuttles. These bills would have begun to address the City's "Metro Monopoly Lifted" priority; however, neither were successful. The bills would have:
  - Allowed private employer shuttles to use park and ride lots; and
  - Added employer shuttles to the list of passenger transportation services that could be operated in King County by an entity other than King County.
- In 2021, the City could support continued efforts to allow these shuttles. To be successful on this issue, the City will need to identify a champion in the local legislative delegation who will take the lead on it, since that bill was previously sponsored by Sen. Palumbo, who has retired from the Legislature

### 2. Increased City Transit Service

(Carried Over from 2019 & 2020)

- Sammamish is currently scheduled to receive a 200-stall park and ride, with no increase in transit service, as part of ST3. This level of investment is far too low considering the significant tax contribution by city residents. The City requests that the State consider Sammamish's transit needs, including new express bus service and increased bus service to and from the planned light rail stations in Issaquah and Redmond.

## Stormwater

### 1. Louis Thompson Road Tightline

Phase: Design & Construction | Request: \$5M-\$7M

- Louis Thompson Road runs adjacent to Zackuse Creek, which is one of three remaining primary streams in which native Lake Sammamish kokanee have been observed. The City has recently spent over \$2M to improve the creek habitat through grants and utility revenues.
- The current ditch and culvert system on Louis Thompson Road is unable to treat pollution generating roadway runoff before it flows into Zackuse Creek, and it cannot control the high velocity peak flows and associated erosion the creek experiences.
- This project replaces the ditch and culvert system with a tightline system on Louis Thompson Road, thereby improving sensitive salmon habitat in Zackuse Creek and improving the water quality flowing into Lake Sammamish.
- Additionally, this project would also address flooding from the Tamarack neighborhood and add non-motorized improvements to Louis Thompson Road, such as sidewalks and a bike lane.

### 2. Ebright Creek Fish Passage Culvert Improvements – Not Recommended

- The City's 2019 legislative priorities requested \$800k for the Ebright Creek fish passage culvert project. \$352k was received from the Brian Abbott Fish Barrier Removal Board.
- The City's 2020 legislative priorities requested an additional \$300k for construction. No additional funding was received; however, it was a short session and not a budget year.
- The City has received a fair amount of grant money for this project from a variety of sources. There will be enough funding to complete the project without requesting more.
- There are no other fish passage culvert projects planned or in progress, except for George Davis Creek, which received funding during the 2019 legislative session and currently has enough funding.
- The City's lobbyists generally advise against asking for more State funding for projects that have recently received State funding – unless for a new phase or unexpected cost increases.

## Other

### 1. Public Works Trust Fund - Restore Funding for Local Infrastructure

- The PWTF is a revolving loan program that helps fund local government infrastructure projects. Sammamish took advantage of this program in 2001 to help fund improvements to 228<sup>th</sup> at an ultra-low (0.5%) interest rate. However, since 2013, the state legislature has repeatedly diverted revenues from this fund to cover shortfalls in education funding.
- Many groups (including AWC) have been pushing this issue for years. It will likely continue to be a hot topic during the 2021 legislative session.

## 2. Support for Local Government Transportation Funding Sources

### Transportation Improvement Board (TIB) Programs, Safe Routes to School, Pedestrian and Bicycle Safety Program

- These accounts have helped fund critical safety improvements in Sammamish for many years. The legislature should ensure they are funded at an adequate level.

## 3. Preserve Cities' Local Decision-Making Authority

- Local officials must have the authority to solve local challenges. The 2019-2020 legislative cycle saw a number of bills introduced that attempted to preempt local authority over land use decisions, such as the proposed establishment of minimum density standards. The legislature should refrain from these one-size-fits-all approaches and instead provide cities with the tools to develop their own solutions that are sensitive to unique local conditions.

## 4. Oppose Unfunded Mandates (*Mayor's Suggestion*)

- The city opposes unfunded and under-funded state mandates placed on local jurisdictions and encourages the legislature to evaluate the fiscal impact such mandates will have on communities prior to considering the issue.

## 5. Increase Opportunities for State-Shared Revenues (*Mayor's Suggestion*)

- Support increased shared revenue distributions to cities (if the state sees increased shared revenues) and ask the state to look for other opportunities to expand revenue sharing.

## 6. Support for Other Organizations' Priorities

- The City typically expresses support for other organizations' legislative priorities. In 2020, the following organizations were included on the City's legislative agenda:
  - Association of Washington Cities (AWC)
  - Eastside Human Services Forum (EHSF)
  - Eastside Transportation Partnership (ETP)
  - King County-Cities Climate Collaboration (K4C)
  - Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Partners
  - Sound Cities Association (SCA)



# City of Sammamish 2020 Legislative Priorities

## S tate Route 202 Congestion Relief

State Route 202 is an important east-west link for communities like Sammamish, Redmond, Woodinville, Fall City and North Bend. Growth and development has contributed to increasing traffic on SR 202 over the last decade.

In 2017 the legislature appropriated funding for WSDOT to study SR 202 to identify reliability and safety improvements. **The City requests that two key projects identified in the study be added to WSDOT's work program:**

### **SR 202/Sahalee Intersection Roundabout** | Design: \$1.6M | Construction: \$8.1M-\$10.8M

Highest scoring project on the Study's "mid-term strategies" list. Would replace the intersection with a roundabout. This intersection fails level of service during the afternoon peak hour, according to WSDOT.

### **SR 202/E. Lk. Sammamish Pkwy Intersection Improvements** | Design: \$100k | Construction \$450k-\$600k

Highest scoring project on the Study's "near-term strategies" list, which is a list of "low-cost strategies that have a high return on investment and can be delivered relatively quickly." Primarily involves relocation of a crosswalk.

## A ccessible Habitat for Native Fish

Many culverts were designed in a way that created barriers for fish passage. Research has confirmed these culverts are harmful to fish and significant benefits are realized when they are replaced using modern design standards.

The City seeks **\$300,000** in grant funding for the following project, which is identified in the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Four Year Work Plan:

### **Ebright Creek Culvert Improvements**

Removal of a partial fish passage barrier. This creek is one of four remaining primary streams in which native Lake Sammamish kokanee have been observed.

*Project Estimate: \$1.75M | Budgeted: \$1.2M | Needed: \$550k | Requested from State: \$300k*

## M ore Transit Options

Nearly **97%** of Sammamish workers commute outside of the city for work. Limited public transportation options exist in Sammamish, so most residents are forced to commute in personal cars, exacerbating regional traffic issues.

**Shuttles:** State regulations limit the City's ability to partner with private sector providers to supplement Metro's services. The City requests that the legislature amend State law so that public/private partnerships may be formed to provide shuttle services and to allow employer shuttles to use park and ride facilities.

**Transit Service:** Sammamish is currently scheduled to receive a 200-stall park and ride lot, with no increase in transit service, as part of ST3. This level of investment is far too low considering the significant tax contribution by city residents. The City requests that the State consider Sammamish's transit needs, including new express bus service and increased bus service to and from the planned light rail stations in Issaquah and Redmond.

## The City of Sammamish also supports:

### Fully funding the Public Works Trust Fund (PWTF)

Sammamish took advantage of the PWTF program in 2001 to help fund major improvements to 228th Ave at an ultra-low (0.5%) interest rate. However, since 2013, the state legislature has repeatedly diverted revenues from this fund to cover shortfalls in education funding.

We seek full funding for the program and ask the state to protect the current stream of loan repayments and uphold the 2% state share of REET dedicated to the account. Additionally, we look to strengthen the program by ending the ongoing revenue diversions as soon as possible.

### Partner organization legislative agendas, including:

- ❖ Association of Washington Cities (AWC)
- ❖ Eastside Human Services Forum (EHSF)
- ❖ Eastside Transportation Partnership (ETP)
- ❖ King County-Cities Climate Collaboration (K4C)
- ❖ Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Partners
- ❖ Sound Cities Association (SCA)



Lake Sammamish Kokanee

## Overview Of The 2021 Legislative Session

By Luke Esser & Nick Federici  
Oct. 14, 2020

Now that we have reached the fourth quarter of 2020, preparations for the 2021 Legislative Session are picking up speed and that pace will only accelerate after the November elections.

Legislative leaders are struggling with questions that range from how the session will be conducted safely during a COVID-19 pandemic to how to balance budgets whipsawed by an economic downturn to responding to the policy issues at the forefront of public discussion and debate at the present time. Stakeholders are busy preparing their lists of legislative priorities for 2021 and trying to determine many they can likely achieve in a time of diminished legislative capacity and how best to advocate for their priorities in a largely virtual political arena.

Though the chance that a Special Session will be held before the Regular Session convenes in January has become very slim, energies have been focused instead on how the 2021 Legislative Session will be conducted. The House Committee Assembly Days conducted over two weeks at the end of September provided at least a hint of what might be in store. House committees conducted their work sessions and a few public hearings entirely by videoconference. These sessions were definitely slower than in-person meetings and were scheduled so as to avoid overlaps with other committees (by comparison, it is not unusual for five live House committee meetings to be conducted simultaneously in a normal session).

Many legislative leaders have warned stakeholders that the capacity of the Legislature to pass legislation may be limited to one-third to one-half as many policy bills as during a normal session. This further emphasizes the need for the City to both prioritize its legislative requests and to commence advocacy efforts with the local legislative delegation as soon as possible.

While most policy bills are optional, the Legislature must adopt a biennial budget in the odd-numbered years for state government programs and services to continue to function after June 30 (this includes the Capital Budget, Operating Budget and Transportation Budget). No budget has experienced more of a roller-coaster ride than the state Operating Budget.

### State Operating Budget

In June the state took a massive hit when it was projected that revenue for the Operating Budget would be \$8.8 billion less over the next three years than in pre-pandemic estimates. Given state reserve accounts of about \$3 billion, this created an expected shortfall of \$5.7 billion for the 2021-23 biennium and the remainder of the 2019-21 biennium combined.

Then in the September revenue forecast a huge upswing occurred, with revenues for the Operating Budget projected to increase by \$4.66 billion more than in the June forecast, though still leaving an expected shortfall of about \$1 billion compared to estimates when the Legislature adopted the 2021-23 biennial budget in April.

### State Transportation Budget

In addition, there are many discussions occurring about the possibility of a new transportation revenue package during the 2021 Legislative Session. Ideas being debated include the possible revenue sources (gas tax, carbon tax/fee/cap-and-trade system, road usage charge/vehicle miles traveled, and others) and the how any new revenues should be allocated between

highways, local arterials, transit, and pedestrian/bicycle programs. Since new revenue transportation packages generally occur every 6-10 years, it is highly advisable for cities to have their priority projects selected and ready to go if a transportation package does pop in 2021.

### **AWC 2021 Legislative Priorities**

Since cities often face similar challenges, we wanted to share with you the 2021 Legislative Priorities adopted by the Association of Washington Cities at their Oct. 2 Board Meeting:

#### **State-Shared Revenues**

Maintain revenue sharing with cities. Cities support increased shared revenue distributions to cities (if the state sees increased shared revenues) and ask the state to look for other opportunities to expand revenue sharing.

#### **Transportation Revenue Package**

Adopt a new transportation revenue package that emphasizes maintenance/preservation funding and provides an equitable level of local funding as well as additional local revenue options for cities.

#### **Fiscal Flexibility**

Provide cities greater flexibility to use funds from existing revenue sources to help cities manage the impacts of the current economic downturn. This will allow cities to direct scarce resources where they are most needed when responding to pressing community conditions.

#### **Housing Instability Assistance**

Work in a coalition to develop additional resources to address housing instability created by the economic impacts of the COVID-19 pandemic, including rent assistance and foreclosure/eviction prevention assistance.

#### **Statewide Policing Reforms**

Support local control over city law enforcement policy decisions to meet the needs of each community and appropriately contain costs. Cities understand our obligation to address racial equity in policing – both state requirements and local policies. Cities support the following statewide reforms:

- \*Develop a statewide standard for use of force that preserves the right of local jurisdictions to enact more restrictive standards based on community input.
- \*Create a database to track officers who have been fired for misconduct.
- \*Expand grounds for decertification to include use of force violations.
- \*Require that officer misconduct investigations be completed, regardless of an officer's resignation.
- \*Establish a duty for all law enforcement officers to immediately intervene and report misconduct or illegal activity by a fellow police officer.
- \*Require that all officers receive regular support for vicarious trauma and mental well-being, including peer support, mental health counseling, and appropriate mental health screenings. Officers involved in any fatal use of force must undergo a mental health screening prior to returning to duty.

### **Recommendations**

We recommend that the City adopt its 2021 Legislative Priorities as soon as practicable and that a meeting with the local legislative delegation (likely virtual) be scheduled for late November or December to discuss the adopted City 2021 Legislative Priorities. We will hold preliminary conversations with local legislators as well, but there is real value to direct conversations between elected officials before the frenzied activity of a Legislative Session begins.

**Agenda Bill**  
 City Council Regular Meeting  
 October 20, 2020



<b>SUBJECT:</b>	Discussion: House Bill 1590 - Affordable Housing Sales & Use Tax		
<b>DATE SUBMITTED:</b>	October 13, 2020		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Discuss the affordable housing sales tax and, if desired, provide direction to staff and the lobbyists on follow up or next steps.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Lobbyist Memo RE: HB 1590</a> <a href="#">2. Exhibit 2 - SCA Funding Estimates HB 1590</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/>	<b>Approved in budget</b>
Fund(s)		<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input type="checkbox"/>		Community Safety
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/>		Community Livability
<input type="checkbox"/> High Performing Government	<input type="checkbox"/>		Culture & Recreation
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/>		Financial Sustainability

**KEY FACTS AND INFORMATION SUMMARY:**

[House Bill 1590](#) was approved during the 2020 legislative session and allows counties or cities to impose the affordable housing and behavioral health sales tax of up to 0.1% by councilmanic vote rather than only through voter approval. It also added a provision requiring counties over 1.5M population (King County only) to spend at least 30% of the tax revenues collected in any city with a population greater than 60,000 within that particular city (except Seattle).

King County had until September 30, 2020, to implement the 0.1% sales tax before cities would gain the ability. On October 13, 2020, the King County Council voted to approve the tax. In the time between September 30 and October 13, several cities in King County implemented the tax on a city level, including Covington, Issaquah, Kent, Renton, and Snoqualmie.

The County must use the revenue as follows:

- Minimum 60% used for constructing/operating affordable housing and mental/behavioral health facilities.

- The affordable housing must serve the following individuals with incomes below 60% AMI: individuals with mental illness, veterans, seniors, homeless families with children, unaccompanied homeless youth, persons with disabilities, or DV victims.
- The remaining 40% or less must be used for mental health treatment services or housing-related services.

**The County must spent at least 30% of the revenue it collects from Sammamish within Sammamish.** Sound Cities Association (SCA) estimates the 0.1% sales tax will generate about **\$703k per year** from Sammamish (**Exhibit 1**). Therefore, the County must keep at least 30% of that (**\$211k per year**) in Sammamish.

At this point, it is unclear how the County will deploy the 30%+ back into our community. HB 1590 does require that the County “consult” with the City before constructing any facilities in Sammamish, but it does not include any detail beyond that.

The County's Regional Policy Committee is currently reviewing a [draft Ordinance](#) regarding the creation of an Implementation Plan for the revenue. That ordinance says, “The implementation plan shall describe the process to site affordable housing and behavioral health facilities funded by proceeds. The siting process shall be in accordance with RCW 82.14.530 as now existing, as hereafter amended or as superseded, **including the consultation process if a facility is proposed to be located within a city.**”

In that draft Ordinance, the County Executive's Office is charged with sending the proposed implementation plan to the County Council by June 30, 2021. So it may take some time before the "consultation process" is developed.

**Exhibit 1** contains a memo summarizing HB 1590, which was sent to the Council on September 25. The City's lobbyists will be available to answer questions during the October 20, 2020 City Council meeting.

**Memorandum**

To: Sammamish City Council

From: Luke Esser and Nick Federici, Legislative Consultants

Re: HB 1590's Affect On Distributions Of Local Option Sales Taxes  
For Affordable Housing/Behavioral Health Programs And Facilities

**Original Legislation Creating Local Option Affordable Housing /  
Behavioral Health Services And Facilities Sales Tax In 2015**

In 2015, the Legislature passed House Bill 2263 (prime sponsored by Representative Larry Springer of Kirkland), creating opportunities for local option sales taxes to be used for affordable housing, behavioral health, and cultural access programs. The provisions dedicated to affordable housing and behavioral health allowed counties to place a countywide sales tax measure of up to 0.1% on the ballot for the funding of these programs and facilities.

If adopted, a minimum of 60% of revenues collected must be used for constructing affordable housing and facilities providing housing-related services, constructing mental and behavioral health-related facilities, or funding the operations and maintenance costs of newly-constructed affordable housing, facilities providing housing-related services, or behavioral health evaluation and treatment centers. The remainder must be used for behavioral health treatment programs and housing-related services.

The affordable housing and facilities providing housing-related programs may only serve the following individuals with income below 60% of the county's area median income: individuals with mental illness, veterans, senior citizens, homeless families with children, unaccompanied homeless youth, persons with disabilities, or domestic violence victims. Up to 50% of the revenues generated from this new local sales tax could be used for bonds issued for purposes covered in the legislation.

There were no minimum distribution requirements for cities of any size in this original legislation, so there was no guarantee that a city would receive any of the funding generated by the countywide sales tax, if it were imposed. Counties were and are required to consult with a city before it may construct any of the facilities authorized under HB 2263 inside that city.

After a waiting period of two years (three years in King County), if a particular county did not impose the new sales tax, any city in that county could place the same type of sales tax measure of up to 0.1% within that city on the ballot.

**2020 Revisions: Councilmanic Authority And 30% Minimum Distribution Requirement For Certain Cities**

Earlier this year during the 2020 Legislative Session, the Legislature passed House Bill 1590 (prime sponsored by Representative Beth Doglio of Olympia) modifying this law, allowing counties to impose the affordable housing and behavioral health sales tax of up to 0.1% *by councilmanic vote* rather than just through voter approval.

An additional new provision of this legislation, requested by a number of cities and the Association of Washington Cities, requires a county with a population greater than 1.5 million (King County only) that adopts the new sales tax by councilmanic vote to spend at least 30% of the tax revenues collected in any city with a population greater than 60,000 within that particular city (other than the city of Seattle, which was excepted from this provision). Thus, 30% of any tax revenues generated by this tax that were collected by King County in Sammamish must be spent for facilities or programs within Sammamish, as is also the case in the cities of Auburn, Bellevue, Federal Way, Kent, Kirkland, Redmond, and Renton. The intention of this provision is to ensure that a minimum level of county tax revenues generated in a specific city are spent in that city for the benefit of its residents.

There remains no minimum spending requirement for programs or facilities inside any city if the new sales tax is adopted countywide via public vote.

It should be noted that the 30% minimum spending requirement in King County cities with a population greater than 60,000 is a floor (“at least 30 percent” is the language of HB 1590) and not a specific level or a ceiling, and nothing in HB 1590 prevents King County from spending more than the 30% minimum in Sammamish and in other cities with a population above 60,000. As a result, cities who desire to retain an amount greater than 30% of the new revenues generated within their borders could request that King County spend more than the bare legal minimum in their municipality.

## HB 1590 Funding Estimate – Provided by Sound Cities Association on September 30, 2020

City	1590 Estimated Funds*
Algona	\$33,771.37
Auburn	\$2,102,821.55
Beaux Arts Village	\$7,883.58
Bellevue	\$8,616,422.49
Black Diamond	\$109,775.20
Bothell	\$1,510,099.70
Burien	\$917,579.57
Carnation	\$47,782.10
Clyde Hill	\$110,880.68
Covington	\$586,725.87
Des Moines	\$432,529.97
Duvall	\$132,649.19
Enumclaw	\$397,831.74
Federal Way	\$1,817,166.56
Hunts Point	\$26,225.01
Issaquah	\$1,691,384.46
Kenmore	\$316,593.53
Kent	\$2,797,917.54
Kirkland	\$3,032,960.06
Lake Forest Park	\$134,691.87
Maple Valley	\$434,360.68
Medina	\$156,633.34
Mercer Island	\$515,155.82
Milton	\$142,563.10
Newcastle	\$190,461.94
Normandy Park	\$76,979.84
North Bend	\$326,528.96
Pacific	\$127,592.67
Redmond	\$3,920,858.42
Renton	\$3,133,535.52
Sammamish	\$703,126.18
SeaTac	\$2,038,663.19
Shoreline	\$1,266,408.41
Skykomish	\$8,020.88
Snoqualmie	\$323,907.12
Tukwila	\$2,287,334.66
Woodinville	\$860,175.18
Yarrow Point	\$32,075.35
King County (uninc.)	\$2,505,129.48
Seattle	\$29,953,200.19
<b>Countywide Total (including Seattle)</b>	<b>\$73,826,402.95</b>
<b>SCA Cities Total</b>	<b>\$41,368,073.29</b>
	*Based on 2019 Taxable Sales - Other years will vary

**Agenda Bill**  
**City Council Regular Meeting**  
**October 20, 2020**



<b>SUBJECT:</b>	Discussion: Emergency Management Zone Coordinators		
<b>DATE SUBMITTED:</b>	October 14, 2020		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Discuss King County's proposal for the Zone Coordinators and provide direction to the Deputy Mayor on the City's position.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Background Information from the October 14, 2020 PIC Meeting</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/>	<b>Approved in budget</b>
Fund(s)		<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/>	Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/>	Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/>	Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/>	Financial Sustainability	

**KEY FACTS AND INFORMATION SUMMARY:**

Cities within Sound Cities Association (SCA) and many special purpose districts within King County are served by two Zone Coordinators who operate under contracts administered by the County to assist cities in meeting their emergency management responsibilities.

In May 2020, King County Office of Emergency Management (OEM) made the decision to allow the contracts for Zone Coordinators to expire and advertise those positions as internal King County OEM staff, despite the fact that the Zone Coordinators do not work for the County. Following feedback from concerned cities and members of the Emergency Management Advisory Committee (EMAC), the contracts were extended through the end of 2020 to provide an opportunity for stakeholder engagement.

In September, OEM requested input on the path forward for zone coordination in King County from EMAC members. The SCA representatives to EMAC met recently and their consensus is to recommend that the Zone Coordinators **remain contract positions** to preserve the independent advocacy role that

has been incredibly important to cities, in particular smaller cities with limited or no emergency management staff.

The SCA Public Issues Committee (PIC) discussed the County's Zone Coordinator proposal on October 14, 2020 and decided to take a position during the next PIC meeting on November 11. The Deputy Mayor, as Chair of the PIC, is seeking the Council's input on the City's position. The City's Emergency Manager will attend the October 20 Council meeting to provide input on the role of zone coordinators in Sammamish and regionally.

**Exhibit 1** contains more detailed information on this topic.



October 14, 2020

SCA PIC Meeting

**Item 9:**

## King County Emergency Management Zone Coordinators

***DISCUSSION*****SCA Staff Contact**

Jackie Wheeler, SCA Policy Analyst, [jackie@soundcities.org](mailto:jackie@soundcities.org), 206-495-3020

**SCA Members of the Emergency Management Advisory Committee**

Councilmember Bob Baggett, Auburn (Chair); Councilmember David Carson, Redmond; Councilmember; Mayor Marianne Klaas, Clyde Hill; Councilmember Alan Gothelf, North Bend (alternate); Councilmember Pam Fernald, SeaTac (alternate)

**Discussion**

SCA cities and many special purpose districts within King County are served by two Zone Coordinators who operate under contracts administered by the county to assist cities in meeting their emergency management responsibilities.

In May 2020, King County Office of Emergency Management (OEM) made the decision to allow the contracts for Zone Coordinators to expire and advertise those positions as internal King County OEM staff. Following feedback from concerned cities and members of the Emergency Management Advisory Committee (EMAC), the contracts were extended through the end of 2020 to provide an opportunity for stakeholder engagement.

In September, OEM requested input on the path forward for zone coordination in King County from EMAC members. The SCA representatives to EMAC met recently and their consensus is to recommend that the Zone Coordinators remain contract positions to preserve the independent advocacy role that has been incredibly important to cities, in particular smaller cities with limited or no emergency management staff.

Initial feedback will be discussed at the October 14 EMAC meeting with plans to present a proposal for the positions at the November EMAC meeting. At PIC, SCA staff will provide an update to members on the outcome of the October 14 EMAC meeting and potential next steps. PIC members are encouraged to provide feedback on the county's proposal and the role of the Zone Coordinators within your city's emergency management planning to inform representatives on EMAC.

**Background**

SCA cities and many special purpose districts within King County are served by two Zone Coordinators who operate under contracts administered by the county, funded by State Homeland Security Program (SHSP) grants. The purpose of the Zone Coordinator positions is to strengthen regional emergency management coordination and to support cities in times they

do not have the capacity to fulfill all of their emergency responsibilities under [RCW 38.52](#). Acting as independent advocates and liaisons within the regional emergency management system, the Zone Coordinators serve eastside cities (Zone 1) and south county cities (Zone 3). Prior to 2016, the Zone 1 coordinator was managed through agreement by eastside cities on a two-year cycle starting with Bellevue, then Issaquah, Shoreline, Kirkland, Clyde Hill and Mercer Island, respectively. In Zone 3, the City of Kent took on that responsibility and sustained it until 2016, when King County agreed to take on administration of the project.

Despite being recently hosted by King County, the Zone Coordinators do not work for the County. Instead, they advocate for the cities, write plans directly for cities that need assistance, attend and summarize meetings that city staff cannot attend, provide training, work in Emergency Operations Centers, coordinate regionalized approaches to emergency management in their respective zones, and perform many other important task level functions. At no time has there ever been an understanding that Zone Coordinators would become part of King County Office of Emergency Management (OEM) staff. Even now the role is recognized as a liaison relationship, supplemental to the regular OEM organizational chart.

In May 2020, King County OEM notified the current Zone Coordinators that their contracts would be allowed to expire in June 2020 and indicated that these positions would be advertised as King County staff members at OEM. Following feedback from concerned cities, members of EMAC, and SCA, the contracts were extended through the end of 2020 to provide opportunities for stakeholders to provide feedback. In September, OEM requested feedback from EMAC members on the future of zone coordination and provided the current Zone Coordinator position description ([Attachment A](#)).

SCA heard feedback from some cities that transitioning the positions to King County employees may be workable with appropriate service commitments and city oversight in place; however, others have expressed strong reservations about losing the independence of the Zone Coordinators and have urged the county to continue the current model or allow cities to consider managing the contracts as was the case prior to 2016.

At the June PIC meeting, members discussed the important role that Zone Coordinators hold with their cities and echoed the concerns of losing the independence of those positions. Members questioned if the services and level of access that cities rely on through the Zone Coordinators would continue if they become direct county employees with other roles and responsibilities.

At the October EMAC meeting, consistent with feedback from PIC members, SCA representatives to EMAC intend to recommend that the Zone Coordinators remain contract positions to preserve the independent advocacy role that has been incredibly important to zone cities. To ensure there is accountability with these positions and that they are meeting the needs of the zone cities and the county, they also plan to recommend that OEM implement regular opportunities for performance reviews on the Zone Coordinators that represented cities

and the county could participate in, as well as a clear, structured way to address issues as they arise in the future.

**Next Steps**

SCA staff will update PIC members at the October PIC meeting on the response to the recommendations provided by the SCA representatives on EMAC. Depending on that update, PIC members could consider potential next steps. PIC members are encouraged to provide feedback on the county's proposal and the role of the Zone Coordinators within your city's emergency management planning to inform representatives on EMAC to share with OEM. For more information, contact SCA Policy Analyst Jackie Wheeler at [jackie@soundcities.org](mailto:jackie@soundcities.org) or 206-495-3020.

Exhibit A

## Zone 3 Coordinator

### Scope of Work & Position Description

---

Zone Three (3) EM Coordinator (Z3C) serves as a key support person for Zone Three (3) cities and jurisdictions and State Homeland Security Region 6. The foundational activities for the Z3C are to work effectively with the Zone 3 agencies and jurisdictions to participate, sustain and enhance the Core Capabilities and to increase regional resilience. These activities include but are not limited to all-hazard and mission area planning coordination, response training and exercises, particularly those that are Homeland Security grant funded. The Z3C supports the regional strategic planning and Core Capabilities assessments, as well as participates in the Emergency Management Advisory Committee, associated workgroups, and state and federal emergency management events and meetings.

The Z3C supports Zone 3 and Region 6 in preventing, protecting, mitigating, responding and recovering from local threats and hazards through planning, organizing, equipping, training and exercising. Some of these activities include:

- ✓ Act as primary facilitator at the Zone 3 collaborative/cooperative/coordination meetings. These meetings are essential to ensure consistent and comprehensive Zone coordination, activity and policy development.
- ✓ Maintain and share Zone 3 contact and distribution list.
- ✓ Act as the resource for information related to Zone 3 and regional training/exercise, NIMS compliance issues, and support these efforts directly, whenever possible.
- ✓ Serve as facilitator and SME for local and regional exercise design and delivery.
- ✓ Work with Zone 3 and regional jurisdictions to continue development of coordinated and cooperative situational awareness/COP, resource management planning, processes, and policies.
- ✓ Facilitate multi-disciplined planning, response, training, and exercising across the Zone 3 and Region.
- ✓ To represent the interest of the Zone's 3 stakeholders in regional planning efforts (e.g., sheltering, vulnerable populations, resource management, etc.).
- ✓ Act as liaison for Zone 3 during regional emergency and disaster response, supporting situational awareness, planning and resourcing throughout the life of the event/incident, while ensuring redundancy.

32



CHRISTIE  
MALCHOW  
Deputy Mayor

Email: [cmalchow@sammamish.us](mailto:cmalchow@sammamish.us)

## 10/20/2020 COUNCIL REPORT

### SCA - PIC MEETING 10/14/2020

#### SCA LEGISLATIVE PRIORITIES LIST

---

**Your input on these is desired:**

- State Shared Revenue: Maintain existing shared revenues and oppose further cuts.
- Transportation: Support a new transportation revenue package
- Statewide Policing Reform: Support a statewide policing reform that may include a standard use of force, a database to track officers who have been fired from employment for misconduct, requiring psychological evaluation regularly and after fatal use of force, and establishing duty to intervene and report misconduct/illegal activity of another officer, etc.
- Fiscal Flexibility: Provide greater fiscal flexibility on existing revenue sources to help cities manage the impacts of the economic crisis
- Housing Instability Assistance: Work in coalition to address housing instability created by the economic impacts of the COVID-19 pandemic, including rent assistance and foreclosure-prevention assistance

➔ We should submit our priorities (Sammamish's) to SCA once we adopt them as well.

➔ As I emailed on 10/15, PIC will take a position on Zone Coordinators at our November meeting (11/12/2020). Sammamish needs a position for me to take to PIC, but I also advise we have staff send a letter with our position to King County (Issaquah already has done this).

➔ We were given an update on the Affordable Housing Sales Tax, and this mirrored what I had already emailed out as did Mike Sugg on its passage at the County level. 8 cities in King Co. imposed the tax before the County.

➔ December 2<sup>nd</sup> is the SCA Annual Meeting, we will have one voting member that will need to attend, and we may anticipate a vote on an amendment to the bylaws to allow the SCA Board to do elections remotely this year due to Covid.