

**NORTH CITY WATER DISTRICT
RESOLUTION 2023.11.31**

**A RESOLUTION AUTHORIZING THE SITE LEASE AGREEMENT WITH
SHORELINE FIRE DEPARTMENT FOR AN ANTENNA AT STATION #65 AS PART OF THE
DISTRICT'S FLEXNET METER READING SYSTEM**

Background

1. In 2019, the District signed an agreement with Sensus for a fixed based meter reading system with the main radio repeater located on the 3.7 MG Reservoir (Sensus Flexnet) (Resolution 2019.08.28) to help with the District's meter reading. The single based system was estimated to read over 7100 meters at any given moment. In that original quote, two additional repeater stations would be added at later dates. In February 2022, the District took the first step to add a second antennae on the 2.0 MG reservoir to assist with reading meters on the eastern side of the District (Resolution 2022.02.09).

2. The District is now ready to add the third antennae on the roof at the Shoreline Fire Department at 145 NE 155th Street (Station 65). The base station will require a minimal amount of electrical usage. Based on discussions with the Fire Department, the District drafted a three-year agreement with up to three (3) three-year extensions and the Fire Department agreed.

3. The District management team has determined that is in the District's best financial interest to enter into the proposed lease between Shoreline Fire Department and North City Water District in the form attached hereto as Attachment 1.

Action

IT IS RESOLVED THAT:

4. The Board of Commissioners approves the antenna area lease agreement with the Shoreline Fire Department attached hereto as Attachment 1.

ADOPTED by the Board of Commissioners of North City Water District at an open public meeting on this 7th day of November 2023.

ATTEST:

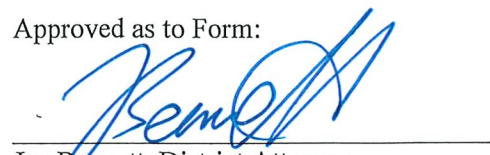


Ron Ricker, President



Patricia M. Hale, Vice President

Approved as to Form:



Joe Bennett, District Attorney



Charlotte Haines, Secretary

ANTENNA AREA LEASE

This Antenna Area Lease ("Lease") is entered into between SHORELINE FIRE DEPARTMENT, a Washington municipal corporation ("Landlord" or "SFD"), and NORTH CITY WATER DISTRICT, a Washington municipal corporation ("Tenant" or "NCWD") on this ___ day of _____, 2023. Landlord and Tenant agree as follows:

1. **Leased Premises.** The leased premises ("Premises") consists of an area sufficient for the installation, maintenance, operation, upgrade, replacement and removal of an antenna upon the roof of Landlord's Station #65, located at 145 NE 155th Street in Shoreline, King County, Washington 98155 and legally described as follows:

BALCHS PARK ROW ADD LOTS 11 THRU 15 AND PORTIONS OF LOTS 16 THRU 20 LYING NELY OF LINE PARALLEL WITH AND 140 FT NELY (MEASURED AT RIGHT ANGLE) FROM BASELINE SURVEY OF STATE ROUTE 5; TGW ALL OF VACATED 1ST PLACE NE; EXC POR LY WLY OF FOLG DESC LN: BEGINNING AT SE CORNER OF LOT 14 TH N88-00-29W ALONG S LINE OF SAID LOTS 14 AND 15 DISTANCE OF 127.60 FT TO POB TH N21-57-49W 15.97 FT TO W LINE OF SAID LOT 15 BEING E RIGHT OF WAY MARGIN OF INTERSTATE 5 AND END OF LINE AS AMENDED BY SHORELINE PLAT AMENDMENT #PLN23-0016 REC #20230622000199 VOL 302 PGS 68-70

Plat Block:

Plat Lot: 11-20

The exact location of the Premises on the roof of Landlord's Station #65 will be determined by mutual agreement of Landlord and Tenant.

2. **Lease Term.** The term of this Lease shall commence at 12:01 a.m. on January 1, 2024, and continue for a period of three (3) years and shall expire at 11:59 p.m. on December 31, 2026. The Lease will be automatically extended for an additional three-year term unless Landlord or Tenant provides written notice of its intent not to renew the Lease to the other party not less than ninety (90) days prior to the expiration date then in effect. The automatic extensions shall not extend this Lease beyond December 31, 2035.

3. **Early Termination.** Either Landlord or Tenant may terminate this Lease prior to the expiration date then in effect if it provides written notice to the other party not less than six (6) months in advance.

4. **Rent.** The monthly rent ("Rent") for the first year of the Lease shall be One Hundred Forty Dollars (\$140.00), which includes any electricity charges related to Tenant's antenna. Thereafter the Rent shall be adjusted January 1 of each year based on the previous CPI-U June - All Users Seattle / Tacoma / Bellevue for the prior 12 months.

5. **Billing and Payment.** Each January while this Lease is in effect, Landlord will send a written invoice to Tenant for the monthly Rent for the year. Tenant will pay Landlord's invoice within thirty (30) days of receipt.

6. **Allowed Use.** Tenant shall be allowed to use the Premises solely for the purposes of installing, maintaining, upgrading, replacing or removing an antenna as part of Tenant's FlexNet Advance Metering Infrastructure (AMI). Tenant will obtain any necessary permits for any work performed as part of its use of the Premises. Tenant as well as its employees, agents and contractors shall comply with all applicable federal, state and local laws and regulations while on the Premises.

7. **Right of Entry.** Tenant shall not be issued a key to the Premises. This Lease grants Tenant and its employees, agents and contractors the right to enter upon the Premises for purposes of installing, maintaining, upgrading, replacing or removing Tenant's antenna or for any other lawful purpose. Tenant shall also have the right of ingress, egress and access over or upon other portions of Landlord's property as needed and reasonable to access the Premises. Landlord shall cooperate in promptly allowing Tenant access to the Premises.

8. **Tenant Will Bear All Costs Associated with Antenna.** Tenant shall be responsible for all costs associated with its antenna under this Lease including but not limited to the cost of any installation, repair, modification, addition, upgrade, improvement, replacement or removal. Landlord shall not be responsible for any such Tenant costs.

9. **No Right of Assignment or Sublease.** Tenant shall not assign its rights under this Lease nor enter into a sublease of the Premises with any person or entity without the prior written consent of Landlord.

10. **Indemnification.** Tenant shall defend, indemnify and hold Landlord harmless from any claims, lawsuits or causes of action arising out of any breach of this Agreement by Tenant, or Tenant's use of the Premises but only to the extent of Tenant's own negligence.

11. **Liability Insurance.** During the term of this Lease, Tenant shall (a) maintain liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) add Landlord as an additional insured under Tenant's liability insurance coverage. Upon request by Landlord, Tenant shall promptly provide evidence of its liability insurance and Landlord's status as an additional insured.

12. **Entire Agreement.** This Lease contains the entire agreement between Landlord and Tenant and supersedes any prior written or verbal agreements. This Lease may not be modified except by a written agreement signed by both parties.

13. **Disputes.** This Lease shall be governed by the laws of the State of Washington. Prior to filing any lawsuit for breach of this Agreement, Landlord and Tenant shall confer in good faith to resolve the dispute. If the parties cannot resolve the dispute, venue for any lawsuit shall be King County Superior Court or King County District Court, Shoreline Division. The prevailing party in such lawsuit shall be entitled to its costs and reasonable attorney's fees.

14. **Notices.** All notices required by this Lease shall be in writing and transmitted to the other party via U.S. mail, first class postage prepaid, **and** via electronic mail to the following individuals or their successors:

To: Landlord
Matt Cowan, Fire Chief
Shoreline Fire Department
17535 Aurora Avenue North
Shoreline, WA 98133
Email: mcowan@shorelinefire.com

To: Tenant
Diane Pottinger, District Manager
North City Water District
P.O. Box 55367
Shoreline, WA 98155
Email: dianep@northcitywater.org

15. **Authority to Sign.** Each person signing below warrants and represents that he/she/they have the authority to sign this Lease on behalf of the party indicated below.

The parties evidence their agreement to this Lease by signing below, on the date first written above on page one.

LANDLORD: Shoreline Fire Department

By: Matt Cowan

Name: Matt Cowan

Its: Fire Chief

STATE OF WASHINGTON)) ss.
COUNTY OF KING)



On this day personally appeared before me Matt Cowan to me known to be the Fire Chief of Shoreline Fire Department that executed the within and foregoing instrument and acknowledged to me that ___ was authorized to sign the same on behalf of the Department as its free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of November, 2023.

Boupha K. Siharath
Printed Name: Boupha K. Siharath
Notary Public in and for the State
of Washington residing in Lynnwood, WA
My Commission expires 03-09-2026.



TENANT: North City Water District

By *Diane Pottinger*

Name: DIANE POTTINGER
Its: DISTRICT MANAGER

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me N. Diane Pottinger to me known to be the District Manager of North City Water District that executed the within and foregoing instrument, and acknowledged to me that she was authorized to sign the same on behalf of the District as its free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of November, 2023.



Paulyne H. Perez
Printed Name: Paulyne H. Perez
Notary Public in and for the State
of Washington residing in Lake Stevens
My Commission expires July 19, 2026.

