

**ORDINANCE NO. 1510**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON,** granting King County Water District No. 54, a Washington special purpose municipal corporation, its successors and assigns, the right, privilege, authority, and nonexclusive franchise, to construct, maintain, operate, replace, and repair a water system, in, across, over, along, under, through, and below the public rights-of-way of the City.

**WHEREAS,** King County Water District No. 54 ("District") currently owns, operates, and maintains a water system within Des Moines' public right-of-way located in the franchise area, and

**WHEREAS,** the District is seeking to establish a comprehensive franchise with the City of Des Moines for water system lines within Des Moines' current and future public right-of-way, and

**WHEREAS,** pursuant to Ordinance No. 86, approved on February 21, 1961, the District was previously granted a franchise agreement to operate within the City limits, and

**WHEREAS,** the existing Franchise expired on February 21, 2011, and the District and the City therefore desire to renegotiate a new Franchise, and

**WHEREAS,** in order to maintain control over the use of City of Des Moines' rights-of-way by utilities operating within the City of Des Moines, it is appropriate to enter into franchise agreements with such utilities, and

**WHEREAS,** the District is such a utility, and has negotiated this franchise agreement with the City of Des Moines acceptable to both parties, and

**WHEREAS,** the City Council has the authority to grant franchises for the use of its right-of-way and other public properties (RCW 35A.47.040), and

**WHEREAS,** the City of Des Moines has determined that it is in the best interests of the public to grant the District a franchise on the terms and conditions set forth in this franchise agreement; now, therefore,

**THE CITY COUNCIL OF THE CITY OF DES MOINES, ORDAINS AS FOLLOWS:**

**Sec. 1. Definitions.** Where used in this franchise agreement ("Franchise"), the following definitions shall apply:

(1) "District" means the King County Water District No. 54, a special purpose municipal corporation, and its respective successors and assigns.

(2) "City" means the City of Des Moines, a Washington municipal corporation, and its successors and assigns.

(3) "Franchise Area" means all of the public roads, streets, avenues, alleys, highways, and other rights-of-way of the City as now laid out, platted, dedicated or improved within the District; and any and all public City roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved within the area in which the City has jurisdiction; provided, that the Franchise Area shall not include or convey any right to the District to install facilities on, or to otherwise use, City owned or leased properties; and provided that the terms of this franchise (i.e., permitting and enforcement) shall not apply to those public roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved within the area until such time that the City has assumed jurisdiction thereof.

(4) "Facilities" means the District's water system, lines, mains, pump stations, appurtenances, and all other necessary or convenient appurtenances for the purpose of providing water service.

(5) "Director" means the City's Director of Planning, Building and Public Works.

## **Sec. 2. Franchise Grant/Acceptance.**

(1) **Grant of Franchise.** The City does hereby grant to Franchisee, subject to the terms of this Franchise, the right, privilege, authority and franchise to:

(a) Lay, construct, extend, repair, renew, and replace Facilities in the Franchise Area; and

(b) To charge and collect tolls, rates and compensation for such utility service and such uses.

(2) **Acceptance by Franchisee.** The District shall have no rights under this Franchise, nor shall the District be bound by the terms and conditions of this Franchise, unless the District shall, within sixty (60) days after the effective date of this Franchise, file with the City Clerk the Statement of Acceptance, attached hereto as Exhibit "A," and incorporated by reference.

## **Sec. 3. Conditions of use.**

(1) **Non-Franchise Area City property.** This Franchise does not and shall not convey any right to Franchisee to install its Facilities on, under, over, across, or to otherwise use City-owned or leased properties of any kind outside the Franchise Area, or to install Facilities on, under, over, across or otherwise use any City owned or leased property within the Franchise Area other than public roads, streets, avenues, alleys, and highways of the City. The District shall place Facilities within the Franchise Area, but not on any other public property owned, in whole or in part, leased, or otherwise occupied by the City unless an easement is granted.

**(2) Operation costs.** To the extent permitted by law and as otherwise expressed in this agreement, the District shall be solely responsible for the operation, maintenance, repair and construction of its Facilities.

**(3) Facilities abandonment.** The District will notify the City when a Facility has been deemed obsolete and its use discontinued. The Facility shall be removed by the District, at its expense, within one hundred (180) days of the date the Facility's use is discontinued. The City may deem a District's facility obsolete if the Facility ceases to be operational for more than ninety (90) days and the District has not initiated repair or removal. If the District fails to begin repair or remove the Facility, the City or its agent may cause the Facility to be removed pursuant to Section 13 of the Franchise. However, with the express written consent of the City, the District may leave such Facilities in place. The City's consent shall not relieve the District of the obligation and/or costs to subsequently remove or relocate such Facilities at the City's request, in which case the District shall perform such work at no cost to the City in accordance with section 13. The provisions of this Section shall survive the expiration, revocation or termination of this Franchise.

**Sec. 4. Franchise term.** This Franchise shall take full force and effect five calendar days after being approved by the City, and shall be valid for a period of 20 years; provided, that this Franchise shall not take effect and the District shall have no rights under this Franchise unless the District files a written acceptance of this Franchise with the City pursuant to Section 2.2 of this Franchise. This Franchise may be extended by mutual written agreement of the parties.

**Sec. 5. Location of facilities.**

**(1) Location.** The location of existing Facilities, their depths below the surface of ground or grade of a right-of-way (if available), shall be submitted to the City in the form of a map showing the approximate location of the District's existing water system within the Franchise Area. Upon written request by the City, the District shall update such map to reflect actual or anticipated improvements to the District's water system within the Franchise Area. Any such map (or update thereof) so submitted shall be for City informational purposes only and shall not obligate the District to undertake any specific improvements, nor shall such map be construed as a proposal to undertake any specific improvements.

**(2) GIS data.** The District shall provide, at such time as the District develops and employs Geographic Information System ("GIS") technology for its water system maps and records throughout its service area, information required in section 5.1 in digital GIS format for its Facilities within the Franchise Area.

**(3) Design markings.** In the event the City desires to design new streets or intersections, renovate existing streets, or

make any other public improvements, the District shall at the City's reasonable request, provide the location of the District's underground Facilities within the Franchise Area by either field markings or by locating the Facilities on the City's design drawings, and shall provide all other reasonable cooperation and assistance to the City.

**(4) No warranty or waiver.** Nothing herein is intended to expand, or relieve the parties of their respective obligations arising under Chapter 19.122 RCW or other applicable law with respect to determining the location of utility facilities prior to construction. Further, neither the provisions of this Franchise nor the absence of any specific provision in this Franchise is intended to limit, detract from or render ineffective any disclaimer (including, without limitation, any disclaimer as to accuracy or completeness) placed by the District on any map furnished to the City pursuant to Section 5.1 and 5.2 of this Franchise.

**Sec. 6. Non-interference of City operations.** The District agrees to maintain its Facilities and perform all work within the Franchise Area: (1) so as not to unreasonably interfere with the free passage of traffic, (2) in accordance with the laws of the State of Washington and City ordinances, regulations, resolutions and rules, and (3) as required by the Director of Planning, Building and Public Works.

**Sec. 7. Requirement to obtain permits.**

**(1) Permits.** The District shall, at its expense, obtain all permits (including rights-of-way permits) and pay all fees required by applicable City ordinances, regulations, resolutions and rules prior to commencing any work within the Franchise Area, excluding routine maintenance work. Permit applications shall: (1) show the position and location of the Facilities to be constructed, laid, installed, or erected at that time; (2) show their relative position to existing rights-of-way or property lines upon prints drawn to scale, unless otherwise approved by the Director; (3) designate rights-of-way by their names and; (4) show improvements as required by the Director, such as, but not limited to, sidewalks, curbs, gutters, shoulders of roadway, ditches, paved roadways, roadways to property lines, turnouts, parking strips, telephone or electric distribution poles, and pipes existing on the ground to be occupied. The District shall specify the class and type of materials to be used, equipment to be used, and mode of safeguarding and facilitating the public traffic during construction. The manner of excavation, construction, installation, backfill, and temporary structures such as, but not limited to, traffic turnouts and road obstructions shall meet the standards of the Des Moines Street Design and Construction Standards and be satisfactory to the Director. All traffic control shall be in accordance with the right-of-way permit, and shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The District shall indicate on the right-of-way use permit application the time needed to complete the work. The time needed to complete the work is

subject to approval by the City as a condition of the issuance of the right-of-way permit.

**(2) Exception to permit requirement.** In the event of an emergency in which the District's Facilities within the Franchise Area are in a condition as to immediately endanger the safety or health of life, property or the environment, the District may take action immediately to correct the dangerous condition without first obtaining any required permit so long as (1) the District informs the City of the nature and extent of the emergency and the work to be performed prior to or at the commencement of the work, if reasonably possible, or immediately following cessation of the emergency; and (2) such permit is obtained by the District as soon as practicable thereafter.

**(3) Routine maintenance.** The District shall have the right to conduct routine maintenance to repair, modify, supplement, replace or upgrade the District's Facilities, provided that the District shall obtain any necessary Right-of-Way Use Permit and any other permits or authorizations required by all applicable federal, state, and local laws, rules and regulations prior to the performance of any said routine maintenance. Non-emergency related activities such as water main flushing, valve exercising, and other routine maintenance activities shall be allowed to occur without a right-of-way permit.

**(4) Notice of entry.** At least forty-eight (48) hours prior to entering right-of-way adjacent to private property to perform the installation, maintenance, repair, reconstruction, or removal of facilities, except those emergency activities exempted from permit requirements, a written notice describing the nature and location of the work to be performed shall be communicated to the private property occupant to be impacted by the District's work. Examples of acceptable notice include but are not limited to a pre-printed door hanger, mailed letter, and/or sandwich boards.

**Sec. 8. Standard of performance.** The District shall not excavate for a distance of more than one hundred feet (100') without immediately backfilling and compacting to surface grade and permit requirements. Backfilled trench areas within a driving lane must be patched, either temporarily or permanently, or plated, before the end of the workday in which they have been opened. Trench areas within the right-of-way, but not within a driving lane, must also be plated, patched backfilled, and/or patched within the time limits specified by the City on the right-of-way use permit. Final surface restoration shall be completed within thirty (30) days and shall be equal to or better than the surface condition prior to permit issuance.

The District shall, in carrying out any authorized activities within the Franchise Area, comply with all applicable laws, ordinances, codes and standards, as now existing or hereafter adopted or amended, and shall comply with the terms of this Franchise, whether or not the work is performed by the District, its agents, employees, subcontractors, or other third parties at

the District's direction. Upon completion of any installation of the District's Facilities within the Franchise Area, the District shall submit to the Director plans, stamped by a Professional Engineer licensed by the State of Washington (if required in the permit), showing the "record drawings" location of the Facilities. Nothing herein is intended to relieve the parties of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

**Sec. 9. Survey markers and monuments.** The District shall, using a licensed surveyor, immediately replace all markers or monuments disturbed during any work by the District within the Franchise Area. The District shall pay all costs associated with such lost, destroyed or disturbed monuments or markers.

**Sec. 10. Surface markings/stakes.** Prior to the District commencing any excavation work within the Franchise Area that disturbs any monument or marker, the District shall, using a licensed surveyor, reference all monuments and markers relating to subdivisions, plats, highway, and other surveys. The reference points shall be located so that they shall not be disturbed during the District's operations under this Franchise. The method referencing these monuments or other points shall be approved by the City before placement. The construction shall be made as expeditiously as conditions permit, and as directed by the City. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement of the monuments, shall be borne solely by the District. A complete set of reference notes for monuments, markers, and other ties shall be filed with the City. In the event of any conflict or inconsistency between this section 10 and chapter 19.122 RCW, as now existing or hereafter amended, chapter 19.122 RCW will control.

**Sec. 11. Notification to fire district.** If it is necessary to shut down or diminish the water pressure so that fire hydrants may be affected, the District shall notify the appropriate fire district by telephone followed by faxed transmittal or written notification, that water pressure or fire flow conditions have been affected. In case of a planned shutdown or diminished water flow, at least forty-eight (48) hour prior notification to the fire district is required. If more than one fire hydrant is affected, the District must provide a map of the affected area to the fire district.

**Sec. 12. Right of City to undertake maintenance work.** The laying, construction, maintenance, and operation of the District's system of water pipes, and appurtenances granted under this Franchise shall not preclude the City, its accredited agents or its contractors from doing necessary maintenance work contiguous to the Facilities, provided that the District shall have sufficient notice of regrading or excavating in order that the District may protect its lines or pipe or property.

**Sec. 13. Right of City to complete work.** In the event the District fails to comply with any applicable federal, state or City laws, ordinances, rules, regulations or standards or with any of the terms of this Franchise, and such noncompliance continues for a period of fourteen (14) days after the District receives written

notice from the City regarding the noncompliance, the City may, but in no event is the City obligated to, order any work completed, including without limitation the District's obligation to repair pursuant to section 15 herein and the District's obligation to remove facilities pursuant to section 14 herein. If the City causes such work to be done by its own employees or by any person or entity other than the District, the City will notify the state Department of Health or Department of Ecology, as appropriate, prior to such work. The District shall, upon the City's written request, immediately reimburse the City for all reasonable costs and expenses incurred by the City in having such work performed, which costs may include the City's reasonable overhead expenses and attorneys fees.

**Sec. 14. Notice to Franchisee of work by City.**

(1) **City reservation of rights.** The City reserves the right to use, occupy and enjoy the Franchise Area for any purpose that is not inconsistent with the terms and conditions of this Franchise. The Rights reserved herein include, without limitation, the construction of any City owned electrical, water, sewer or storm drainage line, installation of traffic signals, street lights, trees, landscaping, bicycle paths and lanes, equestrian trails, sidewalks, other pedestrian amenities, and other public street improvement projects. This Franchise is not an exclusive franchise. Without limiting the District's rights under this Franchise, this Franchise shall not in any manner prohibit the City from granting other and further franchises in, under, over, upon and along the Franchise Area.

(2) **City's duties.** In the event the City undertakes any work, including necessary maintenance within a right-of-way in which the District's Facilities are located, and such work necessitates the relocation of the District's then existing Facilities within the Franchise Area, the City shall:

(a) Provide written notice to the District requesting such relocation within a reasonable time prior to the commencement of such City work; and

(b) Provide the District with copies of pertinent portions of the City's plans and specifications for such City work so that the District may relocate its Facilities to accommodate such City work.

(c) Coordinate to minimize conflicts between existing Facilities and Franchise Area improvements where possible.

(3) **District's duties.** After receipt of the City notice requesting the relocation of the Facilities pursuant to subsection 14.2 (a) and receipt of the plans and specifications pursuant to subsection 14.2(b), the District shall, within such reasonable time as approved by the Director, raise, lower, or move such Facilities within the Franchise Area at its sole cost and expense so as to conform to such new grades as may be established, and place the pipe in a location or position causing

the least interference with the improvement, repair, or alteration contemplated by the City.

**(4) Exclusivity.** This section 14 shall govern all relocations of District Facilities required in accordance with this Franchise. Nothing in this section 14 shall require the District to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement on property owned by a person or entity other than the City.

**Sec. 15. Damage repair.** In case of damage by the District or by the Facilities of the District to rights-of-way, or to public and private improvements to rights-of-way, the District agrees to repair the damage at its own cost and expense. The District shall, upon discovery of such damage, immediately notify the City. The City will inspect the damage, and set a time limit for completion of the repair. If the City discovers damage caused by the District to rights-of-way, or to public and private improvements to rights-of-way, the City shall give the District notice of the damage and set a time limit so the Franchisee may repair the damage. In the event the District does not repair a right-of-way or an improvement to a right-of-way as required in this section, the City may repair the damage pursuant to section 13 of this Agreement.

**Sec. 16. General maintenance of facilities.** The District will maintain Facilities located within the District's Area in good operating condition and repair in a manner consistent with applicable law and prudent utility practice, and will comply with the following procedures:

(1) The District will provide the City, on an annual basis upon the City's written request, a proposed schedule of its routine Facility replacement or repair activities within the District's Area.

(2) The District will meet, at least annually upon the City's written request, with a City representative to discuss the City's concerns regarding the timing, scope, nature or method of such repair or replacement activities within the District Area.

**Sec. 17. Emergency operations.** Prior to the beginning of each winter storm season, the District will, at the request of the City, attend an annual coordination meeting with the City to discuss the District's Emergency Response Plan. At the request of the City, a copy of those portions of the District's Emergency Response Plan that the District makes generally publicly available will be provided to the City at the coordination meeting, along with appropriate telephone number and pager numbers during each emergency.

**Sec. 18. Default.**

**(1) Notice of default.** If the District shall fail to comply with any of the provisions of this Franchise, the City may

serve a written notice to the District ordering such compliance and the District shall have sixty (60) days from the receipt of such notice in which to comply.

(2) **Revocation of Franchise.** If the District is not in compliance with this Franchise after the expiration of the sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however, if any failure to comply with this Franchise by the District cannot reasonably be corrected with due diligence within such sixty (60) day period (Franchisee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which the District may so comply shall be extended, upon notice to the Director, for such time as may be reasonably necessary and so long as the District commences promptly and diligently to effect such compliance.

**Sec. 19. Limited rights.** This Franchise is intended to convey only a limited right and interest to Franchisee in the Franchise Area. This Franchise is not a warranty of title or conveyance of any ownership interest in or to the Franchise Area to the District.

**Sec. 20. Eminent domain.** The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or a portion of the District's Facilities within the Franchise Area for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the Franchise Area conferred by this Franchise.

**Sec. 21. Vacation.** If at any time the City, by ordinance, vacates all or any portion of public streets, roads and/or rights-of-way within the Franchise Area, the City will not be liable for any damages or loss to the District by reason of such vacation. The City agrees to exert reasonable good faith efforts to reserve a minimum 15 foot wide easement for the District's existing or proposed Facilities when a street, public way, or area is vacated. The City may, after thirty (30) days written notice to the District, terminate this Franchise with respect to any such vacated area.

**Sec. 22. Compliance with laws.** The District shall comply with all applicable federal, state and City laws, ordinances, resolutions, regulations, standards and procedures, as now existing or hereafter amended or adopted, including without limitation the State Environmental Protection Act; the Federal Occupational Safety and Health Act of 1970 (OSHA), and the Washington Safety and Health Act of 1973 (WISHA) provided, however, that if any term or condition of this Franchise and any term or condition of any City law, code, ordinance, resolution, regulation, standard, procedure, permit, or approval are in conflict, the term or condition of this Franchise will control.

**Sec. 23. Guarantee.** The District shall guarantee work completed by the District after the date of this franchise for a

period of ten (10) years from completion against settlement or conditions requiring repair.

**Sec. 24. Franchise Fee for administrative costs.** The District is to pay an annual fee of \$5000.00. This fee will provide reimbursement to the City for the costs and expenses associated with administrating the franchise by the City. Said annual Franchise Fee shall be paid by February 1<sup>st</sup> of each year following the acceptance date of this Franchise.

**Sec. 25. Indemnification.** The District agrees to indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from resulting from, or connected with this Franchise to the extent caused in part or in whole by the acts, errors or omissions of the District, its officers, partners, shareholders, agents, employees, or by the District's breach of this Franchise. This section shall not be construed to require the District to indemnify, hold harmless or defend the City against claims or damages arising from the negligence of the City, its agents or employees. In the event any claim, demand, suit or action is commenced against the City that constitutes an obligation of the District pursuant to this section 25, the City shall promptly notify the District thereof, and the District shall defend any such claim, demand, suit or action. The District shall not settle or compromise any such suit or action except with prior written consent of the City, which shall not be unreasonably withheld. The City shall have the right at all times to participate through its own attorney in any suit or action which arises pursuant to this Franchise when the City determines that such participation is required to protect the interest of the City or the public. In the event it is determined that RCW 4.24.115 applies to this Franchise, the District agrees to defend, hold harmless and indemnify the City to the maximum extent permitted thereunder, to the full extent of Franchisee's negligence.

**Sec. 26. Insurance.**

**(1) Minimum limits.** The District agrees to carry as a minimum, the following insurance, in such forms and with such carriers as are satisfactory to the City.

(a) Workers compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

(b) Commercial general liability insurance with limits of liability not less than \$5,000,000 each occurrence and \$5,000,000 aggregate for bodily injury, including personal injury or death, products liability, contractual coverage, operations, explosion, collapse, underground and property damage; and

(c) Automobile Liability insurance with limits of liability not less than \$5,000,000 each accident for bodily injury, or death and property damage.

**(2) Mandatory insurance provisions.** The commercial general liability insurance and automobile liability insurance policies shall be endorsed to contain the following provisions:

(a) The City, its officers, elected officials, employees, and volunteers are to be named as additional insured with respect to liability out of the operations of the District;

(b) Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(c) Coverage shall not be suspended, canceled, modified or reduced except after thirty (30) days prior written notice to the City delivered by certified mail, return receipt requested; and

(d) Coverage shall be primary as to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance by the City, its officers, officials, employees or volunteers shall be in excess of Franchisee's required insurance.

**(3) Verification of coverage.** The District shall furnish the City with certificates of insurance and original endorsements evidencing the coverages required by this section. The certificates and endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf and must be received and approved by the City annually. At the City's request, the District shall deliver certified copies of all required insurance policies.

**(4) Self-Insurance.** In satisfying the insurance requirements set forth in this section, the District may self-insure against such risks in such amounts as are consistent with good utility practices. The District shall provide the City with sufficient written evidence, upon request, that such insurance (or self-insurance) is being so maintained by Franchisee. Such written evidence shall include, to the extent available from the District's insurance carrier, a written certificate of insurance with respect to any insurance maintained by the District in compliance with this section.

#### **Sec. 27. General provisions**

**(1) Entire agreement.** This Franchise contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Franchise and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

**(2) Modification.** No provision of this Franchise may be amended or added to except by agreement in writing signed by both of the Parties.

**(3) Assignment.** The District shall not have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City, which consent will not be unreasonably withheld. Any assignee shall, within thirty (30) days of the date of any approved assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. Notwithstanding the foregoing, the District shall have the right, without such notice or such written consent, to mortgage its rights, benefits and privileges in and under this Franchise to the Trustee for its bondholders.

**(4) Attorney fees.** In the event the City or the District defaults on the performance of any terms in this Franchise, and the District or the City places the enforcement of the Franchise or any part thereof or the collection of any monies due, or to become due hereunder, in the hands of an attorney, or files suit upon the same, the prevailing party shall be entitled to an award of all reasonable attorneys' fees, costs and expenses. The venue for any dispute related to this Franchise shall be King County, Washington.

**(5) No waiver.** Failure of either party to declare any breach or default by the other party immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but such party shall have the right to declare any such breach or default at any time. Failure of either party to declare one breach or default does not act as a waiver of such party's right to declare another breach or default.

**(6) Governing law.** This Franchise shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

**(7) Authority.** Each individual executing this Franchise on behalf of the City and the District represents and warrants that such individual is duly authorized to execute and deliver this Franchise on behalf of the District or the City.

**(8) Notices.** Any notices required to be given by the City to the District or by Franchisee to the City shall be delivered to the parties at the following addresses:

CITY OF DES MOINES:  
  
Director of Planning, Building  
and Public Works  
21630 11th Ave. S., Ste D  
Des Moines, WA 98198  
Tel: 206-870-6522  
Fax: 206-870-6544

KING COUNTY WATER DISTRICT No.  
54:  
District Manager  
922 South 219th Street  
Des Moines, WA 98198  
Tel: 206-878-7210  
Fax: 206-824-1909



**Sec. 30. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this 28th day of April, 2011 and signed in authentication thereof this 28th day of April, 2011.



M A Y O R

APPROVED AS TO FORM:



Assistant City Attorney

ATTEST:



City Clerk

LEGAL NOTICE

SUMMARY OF ADOPTED ORDINANCE

CITY OF DES MOINES

ORDINANCE NO. 1510, Adopted April 18, 2011.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This ordinance grants King County Water District No. 54, a Washington special purpose municipal corporation, its successors and assigns, the right, privilege, authority, and nonexclusive franchise, to construct, maintain, operate, replace, and repair a water system, in, across, over, along, under, through, and below the public rights-of-way of the City.

The full text of the ordinance will be mailed without cost upon request.

Sandy Paul, CMC  
City Clerk

Published: May 5, 2011

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I, Sandy Paul, CMC, the duly qualified City Clerk of the City of Des Moines, a Non-charter Code City, situated in the County of King, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 1510, an ordinance of the City of Des Moines, entitled:

ORDINANCE NO. 1510

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, granting King County Water District No. 54, a Washington special purpose municipal corporation, its successors and assigns, the right, privilege, authority, and nonexclusive franchise, to construct, maintain, operate, replace, and repair a water system, in, across, over, along, under, through, and below the public rights-of-way of the City.

I further certify that said Ordinance No. 1510 was: (i) introduced on the 28th day of April, 2011; (ii) submitted to the City Attorney on the 28th day of April, 2011; (iii) published on the 5th day of May, 2011, according to law; (iv) approved by a majority of the entire legislative body of the City of Des Moines, at a regular meeting thereof on the 28th day of April, 2011; and (v) approved and signed by the Mayor of the City of Des Moines on the 28th day of April, 2011.

**WITNESS** my hand and official seal of the City of Des Moines, this 29th day of April, 2011.

  
\_\_\_\_\_  
Sandy Paul, City Clerk  
City of Des Moines, WA

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I, Sandy Paul, CMC, the duly qualified City Clerk of the City of Des Moines, a Non-charter Code City, situated in the County of King, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 1510, an ordinance of the City of Des Moines, entitled:

ORDINANCE NO. 1510

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, granting King County Water District No. 54, a Washington special purpose municipal corporation, its successors and assigns, the right, privilege, authority, and nonexclusive franchise, to construct, maintain, operate, replace, and repair a water system, in, across, over, along, under, through, and below the public rights-of-way of the City.

I further certify that said Ordinance No. 1510 was: (i) introduced on the 28th day of April, 2011; (ii) submitted to the City Attorney on the 28th day of April, 2011; (iii) published on the 5th day of May, 2011, according to law; (iv) approved by a majority of the entire legislative body of the City of Des Moines, at a regular meeting thereof on the 28th day of April, 2011; and (v) approved and signed by the Mayor of the City of Des Moines on the 28th day of April, 2011.

**WITNESS** my hand and official seal of the City of Des Moines, this 29th day of April, 2011.

  
\_\_\_\_\_  
Sandy Paul, City Clerk  
City of Des Moines, WA

HONORABLE MAYOR AND CITY COUNCIL  
CITY OF DES MOINES, WASHINGTON

In the Matter of the  
Application of King County  
Water District No. 54, a  
special purpose municipal  
corporation, for a Franchise  
to Construct, Operate, and  
Maintain Facilities In, Upon,  
Over, Under Along, Across and  
Through the Franchise Area of  
the City of Des Moines, WA

FRANCHISE ORDINANCE  
NO. 1510

ACCEPTANCE

**WHEREAS**, the City Council of the City of Des Moines, Washington, has granted a franchise to King County Water District No. 54, a special purpose municipal corporation, its successors and assigns, by enacting Ordinance No. 1510, bearing the date of April 28, 2011 and

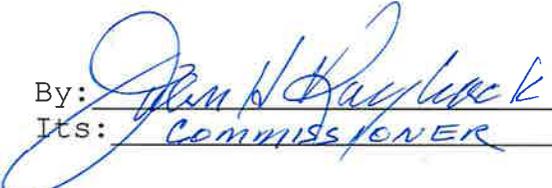
**WHEREAS**, a copy of said Ordinance granting said franchise was received by the King County Water District No. 54 on APRIL 29, 2011, from said City of Des Moines, King County, Washington; now therefore,

**KING COUNTY WATER DISTRICT No. 54**, a Washington a special purpose municipal corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Des Moines, King County, Washington.

**IN TESTIMONY WHEREOF** said King County Water District No. 54 has caused this written Acceptance to be executed in its name by its undersigned COMMISSIONER thereunto duly authorized on this 17 day of MAY, 2011.

ATTEST:

**KING COUNTY WATER DISTRICT No.  
54**

By:   
Its: COMMISSIONER

**COPY RECEIVED FOR CITY OF DES  
MOINES:**

  
Sandy Paul, City Clerk  
Des Moines City Clerk