

REC'D 10/2/09 *ams*

Mayor  
David R. Hutchinson

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**ORIGINAL  
AGREEMENT**

MUNI SVCS DEPT COPY

*City of Seattle*  
*Seattle Public Utilities*  
City of LFP  
AG-09-002

*Councilmembers*  
Don Fiene  
Alan S. Kiest  
Sandy Koppenol  
Catherine Stanford  
Ed Sterner  
Dwight A. Thompson  
Donovan Tracy

I, Susan Stine, do hereby certify that the attached document is a full and true copy of ORDINANCE 1001, AN ORDINANCE OF THE CITY OF LAKE FOREST PARK, WASHINGTON, GRANTING THE CITY OF SEATTLE, ACTING THROUGH SEATTLE PUBLIC UTILITIES, A NON-EXCLUSIVE FRANCHISE TO OWN, CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAKE FOREST PARK, WASHINGTON, as adopted.

Susan Stine, City Clerk  
City of Lake Forest Park, Washington

August 25, 2009



## ORDINANCE NO. 1001

AN ORDINANCE OF THE CITY OF LAKE FOREST PARK, WASHINGTON, GRANTING THE CITY OF SEATTLE, ACTING THROUGH SEATTLE PUBLIC UTILITIES, A NON-EXCLUSIVE FRANCHISE TO OWN, CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAKE FOREST PARK, WASHINGTON.

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WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City "to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for... facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof ... for water, sewer and other private and publicly owned and operated facilities for public service;" and

WHEREAS, The City of Seattle, acting through Seattle Public Utilities "SPU") is a municipal corporation that owns and operates a water system and related facilities located within and serving residents of the City of Lake Forest Park; and

WHEREAS, the City and SPU have determined that it is in the best interest of the residents that they serve to work cooperatively on long-range plans and to share necessary information; and

WHEREAS the City Council finds that it is in the best interests of the health, safety and welfare of the residents of the City to grant a non-exclusive franchise to SPU for the operation of a water system within the City's right-of-way, on the terms and conditions stated below; NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

1. **Definitions.** The following terms contained herein, unless otherwise indicated, shall be defined as follows:

- 1.1 **City:** The City of Lake Forest Park, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.
- 1.2 **Days:** Calendar days.
- 1.3 **Director:** The City Administrator or designee.

- 1.4 Facilities: All pipes and appurtenances, access ways, pump stations, storage facilities, equipment, and supporting structures, located in the City's right-of-way, utilized by SPU in the operation of its activities.
- 1.5 Permittee: A person who has been granted a permit by the Permitting Authority, and District operating under Section 6 of this Franchise.
- 1.6 Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's right-of-way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.7 Person: An entity or natural person.
- 1.8 Revenue: "Revenue" means income derived by SPU only from the sale of retail metered water to customers whose connections are within the City of Lake Forest Park. Revenue shall not include: late fees; impact or mitigation fees; any type of connection charges, general facilities charges, or local facilities charges; grants; contributed assets (CIAC); loans; income from legal settlements not related to water sales; income from cellular antenna leases; income from real property or real property sales; income from the sale of surplus equipment, tools or vehicles; interest income; penalties; hydraulic modeling fees; water system extension agreement (WSEA) fees and charges; income from street lights; labor, equipment and materials charges; income from the sale of bidders documents and plan sets; or any other fees and charges.
- 1.9 Right-of-way: As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, easement, and/or road right-of-way now or hereafter held or administered by the City of Lake Forest Park.
- 1.10 Relocation: As used herein shall mean to protect, support, temporarily disconnect, relocate or remove District facilities in the City right-of-way.
- 1.11 SPU "SPU" means Seattle Public Utilities, a department of the City of Seattle, a municipal corporation of the State of Washington.

**2. Franchise Granted.**

- 2.1 Pursuant to RCW 35A.47.040, the City hereby grants to SPU, its successors and assigns, subject to the terms and conditions hereinafter set forth, a Franchise beginning on the effective date of this Ordinance.
- 2.2 This Franchise shall grant SPU the right, privilege and authority, subject to the terms and conditions hereinafter set forth, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a public water system, in, under, on, across, over, through, along or below the public right-of-way located in the City of Lake Forest Park.
- 2.3 This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any right-of-way.

**3. Franchise Term.** Subject to the terms and conditions hereinafter set forth, the City grants to the District a franchise for a water supply distribution system. The initial term of the franchise shall be three (3) years commencing on the date of acceptance by SPU. At the expiration of the initial term and of each succeeding term, this franchise shall be extended for an additional term of three (3) years, unless either party gives the other written notice of intent to terminate, which notice may be given without cause, but shall be given at least six (6) months before the expiration date.

**4. Franchise Fee.** In consideration of the rights granted to SPU by this Agreement, SPU agrees:

- 4.1 To collect and distribute to the City a Franchise fee equal to 6% of Revenue generated from its operations within the City.
  - 4.1.1 This Franchise fee shall be collected within 30 days of the Director of SPU accepting the franchise agreement.
  - 4.1.2 Proceeds of the Franchise fee collected shall be distributed to the City no later than 30 days after the end of each calendar quarter (quarters ending at the end of March, June, September and December).
- 4.2 Should SPU be prevented by judicial or legislative action from collecting a Franchise fee on all or a part of the revenues, SPU shall be excused from the collection and distribution of that portion of the Franchise fee.
- 4.3 Should a court of competent jurisdiction declare, or a change in law make the Franchise fee invalid, in whole or in part, or should a court of competent jurisdiction hold that the collection of the Franchise fee by SPU is in violation of a pre-existing contractual obligation of SPU, then SPU's obligation to collect and distribute a Franchise fee to the City

under this Section shall be terminated in accordance with and to the degree required to comply with such court action.

**5. City Ordinances and Regulations.**

- 5.1 Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the rights-of-way including any reasonable ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. Such action(s) by the City shall not unreasonably affect or modify any portion of this agreement without the approval of SPU. Should SPU and City not be able to agree, they shall resolve the differences through Section 13 - Alternate Dispute Resolution.

**6. Right-of-Way Management.**

**6.1 Permits Required.**

- 6.1.1 Whenever SPU excavates in any right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so in accord with the ordinances and regulations of the City requiring permits to operate in the right-of-way, and consistent with Section 6.6 of this Franchise. In no case shall any such work commence within any right-of-way without a permit, except as otherwise provided in this Ordinance.

- 6.2 Abandonment of SPU's Facilities. Any abandoned SPU facility above the surface shall be removed by SPU within a reasonable time. All necessary permits must be obtained prior to such work.

**6.3 Restoration after Construction.**

- 6.3.1 SPU shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, restore the right-of-way to at least the condition the same was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair. Restoration shall not require an improvement to a condition that substantially exceeds the condition prior to SPU's activities. All concrete encased monuments, which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. SPU agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

- 6.3.2 If it is determined that SPU has failed to restore the right-of-way in accordance with this Section, the City shall provide SPU with written notice including a description of actions the City believes necessary to restore the right-of-way.
- 6.4 Bonding Requirement. SPU, as a public agency, is not required to comply with the City's standard bonding requirement for working in the City's right-of-way.
- 6.5 Emergency Work, Permit Waiver. In the event of any emergency where any SPU facilities located in the right-of-way are broken or damaged, or if SPU's construction area for their facilities is in such a condition as to place the health or safety of any person or property in imminent danger, SPU shall immediately take any necessary emergency measures to repair, replace or remove its facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve SPU from later obtaining any necessary permits for the emergency work. SPU shall apply for the permits that would have been required and obtained prior to the emergency as soon as practical given the nature and duration of the emergency.
- 6.6 Excavations.
- 6.6.1 All work performed by SPU or its contractors shall be accomplished in a safe and workmanlike manner, and in a manner that will minimize interference with traffic and the use of adjoining property. SPU shall comply with applicable safety regulations during construction as required by ordinances of the City or the laws of the State of Washington.
- 6.6.2 SPU shall secure City rights-of-way permits to work in the public rights-of-way, including but not limited to Capital Improvement Program projects, water main repairs, and work involving excavation in the right-of-way. This would include disruption of all motorized and non-motorized travel portions of the right-of-way, including all surface water drainage facilities. In addition, SPU shall provide the City at least one (1) working day notice of its intent to commence work in the public right-of-way. For all routine operations, maintenance and repair work in the public rights-of-way such as flushing, painting hydrants, vegetation maintenance and work within existing chambers, no permit will be required.
- 6.6.3 If either party plans to excavate in the public rights-of-way, then upon a written request from the other, that party may share excavation upon mutually agreeable terms and conditions.

6.7 Dangerous Conditions. Whenever Facilities or the operations of SPU cause or contribute to a condition that appears to endanger any person or substantially impair the use or lateral support of the adjoining right-of-way, public or private property, the Director may immediately inform SPU of the condition. SPU will immediately evaluate the condition and if SPU determines that a condition exists that causes endangerment to the public or impairment of the right-of-way SPU will mitigate the condition at no cost to the City. The resolution of the dangerous condition requires approval of SPU Manager and the Director before the work begins.

6.8 Relocation of System Facilities.

6.8.1 In accord with the following schedule, SPU agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any right-of-way its Facilities when so required by the City to accommodate the completion of or as a result of a public project. As used in this Section, the term "public project" is a project included in the City adopted six-year Capital Improvement Program and as amended annually by the City Council.

Age of SPU Facility	% of relocation by City	% of relocation by SPU
10 years or less	100%	0%
11 – 20 years	50%	50%
Over 20 years	0%	100%

6.8.2 This Relocation requirement shall not apply to those larger Facilities that cannot reasonably be supported, disconnected, relocated or removed as set forth on Attachment A to this franchise, to be approved by both parties within 60 days of the District's adoption of this agreement. This attachment may be amended from time to time by the parties. If these Facilities are required to be moved in order to accommodate the completion of or as a result of a City project, the City shall pay 50% of the relocation cost.

For Relocations of single service lines (1½ inch or less), single fire hydrants, or blow-off assemblies, SPU shall pay the first \$5000 of each and the City shall pay costs in excess of \$5000. However, payments by SPU pursuant to this paragraph shall not exceed \$25,000 per year.

6.8.3 All Facilities utilized for providing water service within SPU's service area and within the right-of-way shall be considered owned, operated and maintained by SPU.

6.8.4 If the City determines that a public project necessitates the Relocation or removal of SPU's existing facilities, the City shall:

- 6.8.4.1 As soon as possible, but not less than one hundred eighty (180) days prior to the commencement of such project, City shall provide SPU with written notice requiring such relocation or removal; and
- 6.8.4.2 Provide SPU with copies of any plans and specifications pertinent to the requested relocation or removal and a proposed temporary or permanent relocation for SPU's Facilities.
- 6.8.4.3 After receipt of such notice and such plans and specifications, SPU shall make all reasonable efforts to complete relocation of its facilities according to the above cost sharing described in this Section.
- 6.8.5 SPU may, after receipt of written notice requesting relocation or removal of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise SPU in writing if any of the alternatives are suitable to accommodate the work that necessitates the relocation of the facilities. If so requested by either party, SPU or City shall submit additional information to assist the other party in making such evaluation. The City shall give each alternative proposed by SPU full and fair consideration and if appropriate, state why SPU's proposed alternatives are not satisfactory. In the event the City and SPU ultimately do not agree on a reasonable alternative, SPU and City shall attempt to resolve the relocation through Section 13 - Alternate Dispute Resolution.
- 6.8.6 If the City determines that SPU's facilities must be protected, supported, temporarily or permanently disconnected, relocated or removed from the right-of-way, City shall reimburse SPU all costs as submitted and verified by SPU within forty-five (45) days of completion of the relocation or removal by SPU in accord with paragraph 6.8.1 and 6.8.2 herein.
- 6.8.7 The provisions of this Section 6.8 shall in no manner preclude or restrict SPU from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City.

## **7. Planning Coordination.**

- 7.1 Growth Management. The parties agree, as follows, to participate in the development of, and reasonable updates to, the each other's planning documents:

- 7.1.1 For SPU's service within the City limits, SPU will participate in a cooperative effort with the City to develop a Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).
- 7.1.2 SPU will participate in a cooperative effort with the City to ensure that the Utilities Element of the City's Comprehensive plan is accurate as it relates to SPU's operations and is updated to ensure continued relevance at reasonable intervals.
- 7.1.3 SPU shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information, provided that such information is in SPU's possession, or can be reasonably developed from the information in SPU's possession.
- 7.1.4 SPU will update information provided to the City under this Section whenever there are major changes in SPU's system plans for the City.
- 7.1.5 The City will provide information relevant to SPU's operations within a reasonable period of written request to assist SPU in the development or update of its Comprehensive Water System Plan; provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.
- 7.2 System Development Information. SPU and City will each assign a representative whose responsibility shall be to coordinate planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:
  - 7.2.1 Annually, SPU shall provide the City with a schedule of its planned capital improvements, which may affect the right-of-way for that year;
  - 7.2.2 Annually, the City shall provide SPU with a schedule of its planned capital improvements which may affect the right-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other right-of-way activities that could affect SPU capital improvements and infrastructure.
  - 7.2.3 SPU shall meet with the City, other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

7.2.4 All construction locations, activities, and schedules shall be coordinated, to minimize public inconvenience, disruption, or damages.

7.3 Emergency Operations. The City and SPU agree to cooperate in the planning and implementation of emergency operations response procedures.

7.4 Maps and Records. Without charge to either party, both parties agree to provide each other with as-built plans, maps, and records that show the vertical and horizontal location of its facilities within the right-of-way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100'). Maps shall be provided in Geographical Information System (GIS) or other digital electronic format used by the City or SPU, and upon request, in hard copy plan form used by City or SPU. City and SPU agree to maintain confidentiality of any and all information received to the extent necessary to meet Homeland Security objectives.

## **8. Indemnification.**

8.1 SPU hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney's fees, or liability to any person, arising from or incidental to SPU's exercise of rights and privileges granted by this Franchise, including claims by SPU's own employees to which SPU might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of SPU, its agents, servants, officers or employees in performing activities authorized by this Franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the acts or omissions of SPU, its agents, servants, officers or employees except for claims for injuries and damages caused in whole or in part by the sole negligence of the City. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, SPU shall satisfy the same. The City may appear in any proceeding it deems necessary to protect the City's or the public's interests.

8.2 Inspection or acceptance by the City of any work performed by SPU at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be settled prior to the culmination of any litigation or the institution of any litigation.

- 8.3 Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of SPU and the City, its officers, employees and agents, SPU's liability hereunder shall be only to the extent of SPU's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes SPU's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Franchise.
- 8.4 Except as provided otherwise herein, including but not limited to Sections 4.2- 4.3, the City hereby releases and agrees to indemnify and hold harmless SPU, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards or liability to any person arising from SPU's compliance with this Agreement.
- 8.5 The City hereby releases and agrees to indemnify, defend and hold harmless SPU, its elected officials, employees, agents and volunteers from any and all claims, costs, judgments, awards or liability to any person arising from City's decision to issue development permits based on accurate information on fire flow and water availability provided by SPU or the City's enforcement of the International Fire Code.

**9. Insurance.**

- 9.1. Grantee shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, its agents, representatives or employees. Grantee shall provide a insurance endorsement, naming the Grantor as an additional insured, to the City for its inspection prior to the adoption of this franchise ordinance, and such endorsement shall evidence a policy of insurance that includes:
- 9.1.1. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and
- 9.1.2. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

- 9.2. The Grantee may satisfy the requirements of this section by a self-insurance program or membership in an insurance pool providing coverage substantially the same as set forth above.

**10. Enforcement.**

- 10.1 Both City and SPU reserve the right to revoke and terminate this Franchise in the event of a substantial violation or breach of its terms and conditions.
- 10.2 A substantial violation or breach by City or by SPU shall include, but shall not be limited to, the following:
- 10.2.1 An uncured violation of any material provision of this Franchise,
- 10.2.2 An intentional evasion or knowing attempt by either party to evade any material provision of this Franchise or practice of any fraud or deceit upon SPU or upon the City;
- 10.2.3 Failure to provide the services specified in the Franchise;
- 10.2.4 Misrepresentation of material fact during negotiations relating to this Franchise or the implementation thereof;
- 10.2.5 An uncured failure to pay fees associated with this Franchise; and
- 10.2.6 Changes in existing City regulations or ordinances or new regulations or ordinances that materially change the interpretation or application of provisions in this agreement.
- 10.3 No violation or breach shall occur which is without fault of SPU or the City, or which is as a result of circumstances beyond SPU's or the City's reasonable control. Neither SPU, nor the City, shall be excused by economic hardship nor by nonfeasance or malfeasance of its directors, officers, agents or employees.
- 10.4 Except in the case of termination pursuant to *Paragraph 10.1* of this Franchise, prior to any termination or revocation, the City, or SPU, shall provide the other with detailed written notice of any substantial violation or material breach upon which it proposes to take action. The party who is allegedly in breach shall have a period of sixty (60) days following such written notice to cure the alleged violation or breach, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the City or SPU reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default and may terminate this

Agreement in accord with this Section, which declaration must be in writing.

11. **Notice.** Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

Director, Seattle Public Utilities  
Seattle Municipal Tower  
700 Fifth Avenue, 49<sup>th</sup> Floor  
Seattle, WA, 98104-5004  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

City Administrator  
City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155  
Phone: (206) 368-5440  
Fax: (206) 957-2820

12. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.

13. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties may submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

14. **Entire Agreement.** This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

15. **Survival.** All of the provisions, conditions and requirements of Sections 6.1 Permits Required, 6.2 Abandonment Of SPU's Facilities, 6.3 Restoration After Construction, 6.6 Excavations, 6.7 Dangerous Conditions, 6.8 Relocation Of System Facilities, and 8 Indemnification, of this Franchise shall be in addition to any and all other obligations and liabilities SPU may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to SPU for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of SPU and all privileges, as well as all obligations and liabilities of SPU shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever SPU is named herein.

16. **Severability.** If any Section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause or phrase of this Franchise Ordinance. The Parties may amend,

repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.

**17. Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this Ordinance to SPU. SPU shall have sixty (60) days from receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to SPU in this ordinance.

**18. Publication.** In accord with state law, this ordinance shall be published in full by the City.

**19. Effective Date.** This ordinance, 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 passage and publication of an approved summary thereof consisting of the title.

PASSED BY A MAJORITY VOTE of the members of the City of Lake Forest Park City Council this 13<sup>th</sup> day of August 2009.


APPROVED:

  
\_\_\_\_\_  
David R. Hutchinson, Mayor

ATTESTED:

  
\_\_\_\_\_  
Susan Stine, City Clerk

**Seattle Public Utilities**

By:   
\_\_\_\_\_  
Ray Hoffman, Acting Director

Date: Oct 1, 2009

**Attachment A**  
**Ordinance No. 1001**

Franchise Agreement between SPU and City of Lake Forest Park, dated August 25, 2009

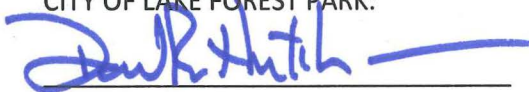
**Pursuant to Section 6.8.2 of the Franchise Agreement, the following larger SPU facilities are not subject to the relocation requirements in Section 6.8.1.**

1. The Tolt Pipeline Nos. 1 and 2, and their associated appurtenances, from the easterly City limits to Lake Forest Park Reservoir;
2. The 550 Pipeline (a.k.a. the 195<sup>th</sup> Street Pipeline), and its associated appurtenances, from Lake Forest Park Reservoir to the westerly City limits;
3. The Lake Forest Reservoir drain line, from the Lake Forest Park Reservoir to the easterly City limits.

The SPU facilities listed in 1-3 above are illustrated on the map included as Attachment A-1.

The parties agree that the above list of SPU facilities and illustrative map may be amended from time to time by mutual agreement.

CITY OF LAKE FOREST PARK:



By: Dave Hutchinson, Mayor

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

11/2/09

SEATTLE PUBLIC UTILITIES:



By: Ray Hoffman, Acting Director

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

10/29/09

