

1 Sponsored by: Councilmember Roger Bush
2 Requested by: County Executive/Public Works & Utilities
3 Department

File No. 81

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5
6 ORDINANCE NO. 2008-13
7

8
9 **An Ordinance of the Pierce County Council Granting Supplemental**
10 **Franchise No. 1 to Lakewood Water District of Pierce**
11 **County, Washington, for Location of Waterlines on Certain**
12 **County-Owned Rights-of-Way.**
13

14 **Whereas**, the Lakewood Water District of Pierce County, Washington, has
15 applied for a nonexclusive Supplemental Franchise No. 1 to construct, operate, and
16 maintain a waterline system in, under and along certain Pierce County roads, highways,
17 and other County property(ies) in Pierce County, Washington, as hereinafter set forth;
18 and
19

20 **Whereas**, said application came on regularly for hearing before the Pierce
21 County Council on the date set forth below under the provisions of Chapter 36.55,
22 Revised Code of Washington; **Now Therefore**,

23
24 **BE IT ORDAINED by the Council of Pierce County:**
25

26 Section 1. Supplemental Franchise No. 1, a copy of which is attached hereto
27 and identified as Exhibit A, is hereby given and granted to Lakewood Water District of
28 Pierce County, Washington, hereinafter referred to as the Grantee, to construct,
29 operate, and maintain a water line system in, under, and along those certain roads in
30 Pierce County, Washington, described in Supplemental Franchise No. 1.
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32 Section 2. Supplemental Franchise No. 1 is granted for a period of 25 years,
33 from and after October 22, 1992, the date of the granting of the original Franchise to the
34 Grantee.
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36 Section 3. Supplemental Franchise No. 1 is granted on the express condition
37 that Pierce County may unilaterally at any time upon ninety days' written notice to the
38 Grantee change, amend, modify, or amplify Supplemental Franchise No. 1 to conform
39 to any State statute, order of the Washington Utilities and Transportation Commission,
40 or County regulation, ordinance, or right-of-way regulation, as may hereafter be
41



1 enacted, adopted, or promulgated, and this Franchise may be terminated at any time if
2 the Grantee fails to comply with such change, amendment, modification, or
3 amplification.

4
5 Section 4. This Franchise is in accordance with the Pierce County Coordinated
6 Water System Plan and Regional Supplement for the area.

7
8 Section 5. The Executive of Pierce County is hereby authorized to execute
9 Supplemental Franchise No. 1.

10
11 **PASSED** this ____ day of _____, 2008. 

12
13 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

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17 _____
18 **Denise D. Johnson**
19 Clerk of the Council

Terry Lee
Council Chair

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21
22 _____
23 **John W. Ladenburg**
24 Pierce County Executive
25 Approved _____ Vetoed _____, this
26 _____ day of _____,
27 2008.

28
29 Date of Publication of
30 Notice of Public Hearing: _____

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32 Effective Date of Ordinance: _____



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In the Matter of the Application of)
Lakewood Water District of)
Pierce County, Washington, for a)
Supplemental Franchise to construct,)
operate, and maintain water pipelines)
for a water system in, across, under, and)
along certain Public Roads and)
Highways in Pierce County, Washington)

S U P P L E M E N T A L

F R A N C H I S E

N O . 1

Application of Lakewood Water District of Pierce County, Washington, for Supplemental Franchise No. 1 to that certain Franchise granted to Lakewood Water District of Pierce County, Washington, dated October 22, 1992, bearing Ordinance No. 92-1235, having been before the Council of Pierce County, Washington, for public hearing under the provisions of Chapter 36.55, Revised Code of Washington (RCW), and Notice of said hearing has been duly given as required by law, and it appearing to the Council that it is in the public interest to supplement said Franchise of Lakewood Water District of Pierce County, Washington, by granting authority to construct, operate, and maintain water pipelines for the purpose of maintaining and operating a water system in, across, under, and along certain public roads and highways, and other County property(ies) in Pierce County, Washington.

NOW, THEREFORE, IT IS ORDERED, that the Franchise granted to Lakewood Water District of Pierce County, Washington, on October 22, 1992, bearing Ordinance No. 92-1235, be hereby supplemented to add thereto certain additional County roads and highways and other County-owned property(ies) and by such supplement give and grant to Lakewood Water District of Pierce County, Washington, with respect to the additional roads and highways hereinafter described, identical Franchise rights, subject to the identical express terms and conditions as are contained in said Franchise bearing Ordinance No. 92-1235 as follows:

Section 5, Township 19 North, Range 3 East, W.M.
All Pierce County roads in the southwest quarter of said section.

Section 6, Township 19 North, Range 3 East, W.M.
All Pierce County roads in the southwest and southeast quarters of said section.

Section 7, Township 19 North, Range 3 East, W.M.
All Pierce County roads in the northwest and northeast quarters of said section.



1 Section 8, Township 19 North, Range 3 East, W.M.
2 All Pierce County roads in the northwest and northeast quarters of said
3 section.

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5 Section 9, Township 19 North, Range 3 East, W.M.
6 All Pierce County roads in said section.

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8 Section 10, Township 19 North, Range 3 East, W.M.
9 All Pierce County roads in said section.

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11 Section 11, Township 19 North, Range 3 East, W.M.
12 All Pierce County roads in said section.

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14 Section 12, Township 19 North, Range 3 East, W.M.
15 All Pierce County roads in said section.

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17 Section 16, Township 19 North, Range 3 East, W.M.
18 All Pierce County roads in said section.

19
20 Section 21, Township 19 North, Range 3 East, W.M.
21 All Pierce County roads in said section.

22
23 This Supplemental Franchise is granted on the condition that Part VII of the
24 original Franchise granted to Lakewood Water District of Pierce County, Washington by
25 the County Council of Pierce County on October 22, 1992, be amended as follows:

- 26
27 1. In the construction and installation of water system appurtenances and the
28 excavation of trenches on County roads for the purposes of laying
29 relaying, connecting, disconnecting, and repairing mains and pipes and
30 making connections between the same to dwellings and other buildings of
31 the consumers, Grantee shall be governed by and conform to the general
32 rules adopted by Pierce County Public Works and Utilities, it is understood
33 and agreed that Grantee is fully responsible for all such water system
34 appurtenances within the limits of Pierce County right-of-way (inclusive of
35 any lines or appurtances conveying water from the Grantee); and Grantee,
36 at no expense to the County, shall complete all such work and shall repair
37 the County roads and leave the same in as good condition as before the
38 work was commenced.
- 39
40 2. Pierce County shall make available to Grantee a list of anticipated projects
41 for each new budget period as soon as is reasonably practicable.
- 42
43 3. Pierce County shall provide to Grantee two sets of preliminary plans for
44 individual projects as soon as such plans are developed to a state of
45 reasonable certainty, and shall advise Grantee of the anticipated date of
46 start of work on such projects.
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4. Grantee shall, when requested by Pierce County in writing, locate their facilities in the field, show those locations on one set of the preliminary plans provided, and return that set to Pierce County Public Works and Utilities - Transportation Services within four weeks of receiving the written request.
5. Pierce County shall provide to Grantee final plans for such projects as soon as such plans are available and shall confirm or correct the anticipated date of start of work on such projects.
6. Pierce County shall assist Grantee in determining how its facilities shall be relocated. Such assistance by Pierce County shall include, at a minimum, copies of plans (as required above) and specifications for such County projects, and information known to Pierce County as to existing survey control available for location of such County projects. Such assistance shall not subject Pierce County to any liability for the costs of relocating the subject facilities a second time if Grantee incorrectly relocated its facilities the first time.
7. When requested, Pierce County and Grantee shall meet to discuss how County projects and utility relocations can be accomplished with the least impact on the other. Pierce County's decision shall be final in such matters, but shall not be unreasonable.
8. Relocation of Grantee's facilities shall be completed in a timely manner defined as follows:

Relocation of Grantee's facilities shall normally be accomplished in advance of County projects. In the event relocation of Grantee's facilities shall be done concurrently with such projects, Pierce County shall be so notified and agree to a written schedule for relocation. Compliance with such a written schedule shall be Grantee's duty. In no event shall relocation of Grantee's facilities interfere with the prosecution of County projects.
9. If Grantee should not relocate its facilities in a timely manner as required above, Pierce County may relocate, or cause to be relocated, such facilities of Grantee as Pierce County deems necessary, and in the manner Pierce County deems necessary, in its sole discretion. Grantee hereby indemnifies and holds Pierce County, its employees, officers, officials and agents totally free and harmless from all and any liability that may arise from damages caused by the relocation by Pierce County of the facilities of Grantee, even if such damages and liability arise from the negligence of Pierce County, its employees, officers, officials and agents.



1 10. Grantee hereby indemnifies and holds harmless Pierce County, its
2 officers, officials, and employees, from damages that may arise from
3 Grantee's failure to relocate its facilities in accordance with the dates for
4 completion of relocation of facilities set forth above, or any other act or
5 omission by Grantee, its contractor(s), agents, officers, or employees
6 related to the provisions of this Franchise.
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8 11. It shall be conclusively presumed that Pierce County will have suffered
9 damages as a result of exercising its rights as set forth in Item 8 above,
10 and compensation for such damages will be difficult to ascertain, and,
11 therefore, Grantee shall compensate Pierce County for such damages in
12 the amount of twice the amount of the cost of such relocation of Grantee's
13 facilities by Pierce County.
14

15 12. The exercise of its rights, as set forth in Item 8 above, by Pierce County in
16 no way relieves Grantee of completing and/or finalizing the relocation of its
17 facilities at no expense to Pierce County if the relocation work done by
18 Pierce County is incomplete.
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20 13. In the event a law suit is brought by Pierce County against Grantee to
21 collect damages presumed under Item 10 above, for the exercise by
22 Pierce County of its rights under Item 8 above, Grantee hereby agrees the
23 only issue will be the actual cost to Pierce County for relocating Grantee's
24 facilities. The party prevailing in such an action shall be allowed its legal
25 fees and costs.
26

27 The full acceptance of this Supplement to the Franchise and all its terms and
28 conditions within 60 days from _____, 2008, by Lakewood Water
29 District of Pierce County, Washington, organized and existing under and by virtue of the
30 laws of the State of Washington, in writing, is to be filed with the Clerk of the Pierce
31 County Council and shall be a condition precedent to its taking effect, and unless this
32 Supplemental Franchise No. 1 is accepted within such time, said Supplemental
33 Franchise No. 1 shall be null and void.
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35 All other terms and conditions of the Franchise granted Lakewood Water District
36 of Pierce County, Washington, remain in full force and effect.
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Pursuant to RCW 36.55.080, a copy of Supplemental Franchise No. 1 shall be recorded in the office of the Pierce County Auditor.

DATED at Tacoma, Washington, this _____ day of _____, 2008.

John W. Ladenburg
PIERCE COUNTY EXECUTIVE

We hereby accept and agree to comply with all the terms and conditions of this Franchise.

Name

Title

Name of Town

Date



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2 the Grantee fails to comply with such change, amendment, modification, or
3 amplification.

4
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11 **PASSED this _____ day of _____, 2008.**

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13 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

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17 _____
18 **Denise D. Johnson**
19 Clerk of the Council

Terry Lee
Council Chair

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21
22 _____

John W. Ladenburg
Pierce County Executive
Approved _____ Vetoed _____, this
_____ day of _____,
2008.

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29 Date of Publication of
30 Notice of Public Hearing: _____

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32 Effective Date of Ordinance: _____

