

June 26, 1978

Introduced by TRACY J. OWEN

Proposed No. 78-750

MOTION NO. 03742

1  
2 A MOTION authorizing the County Executive to  
3 enter into a contract with Ronald Sewer District for  
4 a franchise in the Echo Lake-Lake Forest Park Area in  
Council District # 1, to construct, maintain and operate  
a sewer system

5 WHEREAS, The Ronald Sewer District, as provided in R.C.W. 36.55.010 of  
6 the State of Washington, has properly filed an application for a franchise to  
7 construct, maintain and operate a sewer system, and,

8 WHEREAS, the County Council approved a sewer general comprehensive plan  
9 for Ronald Sewer District by Ordinance 3579, and,

10 WHEREAS, the application has been referred to the County Executive for  
11 investigation of the feasibility thereof and the checking of plans and descrip-  
12 tion of the location thereof; and

13 WHEREAS the County Executive has recommended approval of the franchise.

14 NOW, THEREFORE, BE IT MOVED by the Council of King County:

15 SECTION 1. The County Executive is hereby authorized to enter into and  
16 execute the attached sewer system franchise contract for Ronald Sewer District,  
17 which by this reference, is incorporated herein as part of the Motion, PROVIDED  
18 that the following special terms be added to the franchise contract:

19 All sewer Supply construction undertaken pursuant to this contract must  
20 be consistent with the County Council approved comprehensive plan for Ronald  
21 Sewer District, Ordinance No. 3579.

22 SECTION 2.; Said Franchise is granted to the Ronald Sewer District for  
23 the term of 22 years, and includes a legal description of the location and all  
24 of the general and special conditions required by the County.

25 SECTION 3: If within thirty (30) days after the granting of this franchise  
26 the applicant shall have failed to sign the incorporated written acceptance  
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Franchise for  
Ronald Sewer District

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1 herein, then the herein rights and privileges be deemed forfeited and  
2 said franchise shall be declared null and void.

3 PASSED this 25<sup>th</sup> day of September 1978.

4 KING COUNTY COUNCIL  
5 KING COUNTY, WASHINGTON

6 Bernard Stern  
7 Chairman

8 ATTEST:

9 Quincy M. Kinross DEPUTY  
10 Clerk of the Council  
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IN THE MATTER of the application

of RONALD SEWER DISTRICT  
to lay down, construct, maintain  
and operate a system of SEWER  
MAINS, laterals, and service  
lines.

\* \* \* \* \*

KING COUNTY, WASHINGTON, granting franchise rights to \_\_\_\_\_

Ronald Sewer District for Sewer main installations,

maintenance and operation:

\* \* \* \* \*

The application of RONALD SEWER DISTRICT,  
Grantee, for a franchise to lay down, construct, maintain and operate  
Sewer lines, including mains, laterals, appurtenances and  
service pipe along, under and across such county roads, streets, avenues,  
boulevards, alleys and public places hereinafter called "rights of way",  
within the area hereinafter described, was publicly announced and  
scheduled to be heard on this 25<sup>th</sup> day of September, 1978, and  
it has been demonstrated to the King County Council, hereinafter called  
"Council" that all of said rights of way lie outside the limits of any  
incorporated town or city. Due and legal notice of said application  
and of the hearing has been given by posting and publication and in  
manner and as required by law. The Council has considered said appli-  
cation and is advised in the premises.

NOW, THEREFORE, King County, Washington, pursuant to Motion No.  
3742 duly and regularly enacted by its Council on the 25<sup>th</sup>  
day of September, 19 78, hereby grants to said RONALD SEWER

DISTRICT

hereinafter called the "Grantee", and to its successors and assigns,  
for the term of 22 years from the date hereof; the right,  
privilege, authority and franchise for itself, its successors and  
assigns, to lay down, construct, maintain and operate SEWER  
mains, laterals and service lines along, under and across such county  
rights of way, together with all necessary equipment of every sort  
necessary, subject to all the terms and conditions hereof, and to all  
of the terms and conditions contained in the "General Terms and Condi-  
tions Applicable to all Right of Way Franchises Granted by King County",  
a copy of which is attached hereto as Exhibit "A", and to the following  
special terms:

The location and nature of the franchise is more particularly  
described as follows:

Those portions of the N 1/2 of Township 26 N., R 3 and R. 4 E.W.M.  
as shown on the attached drawing, being more particularly described as those  
portions of the above described Townships and ranges lying East of Puget  
Sound, North of the Seattle City Limits and South of the Snohomish County  
line. EXCEPT: the areas within the King County Sewer District No. 3,  
Highland Sewer District, Lake City Sewer District, the Town of Lake Forest Park  
and Northeast Lake Washington Sewer District.  
The area within said Ronald Sewer District Being 7,000 acres More or less.

Dated this 27<sup>th</sup> day of September, 19 78.

BY: [Signature]  
King County Executive

The undersigned hereby accepts all the rights and privileges of the above granted franchise subject to all the terms, conditions, stipulations and obligations contained therein.

Grantee  
[Signature]  
President

Secretary

Dated this 3<sup>rd</sup> day of October, 19 78.

APPROVED AS TO FORM & LEGALITY

[Signature]  
Deputy Prosecuting Attorney

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL  
RIGHT OF WAY FRANCHISES GRANTED BY KING COUNTY

DEFINITIONS

Right of Way. The term "Right of Way" shall be understood to include any and every road, street, avenue, alley or other public place designated or specified in this franchise in, upon, under, over, across and along which rights are, or are intended to be vested in the grantee, its successors and assigns under and by virtue of this franchise.

Director. The term "Director" shall be understood to mean the chief executive of King County Department of Public Works, Utilities and Transportation.

Utility. The term "Utility" shall be understood to mean, as the context may require, either the grantee herein, or any other person, firm or corporation, either public or private which may hold a franchise to maintain and operate similar facilities in, upon, under, over, across and along any of the public rights of way, or portions thereof, within the area specified.

Council. The term "Council" shall be understood to refer in all cases to the King County Council, hereinafter called the "Council," acting in its official capacity.

Other Governing Body. The term "Other Governing Body" shall be understood to mean such public official or other public board or body as may have power and jurisdiction over rights of way and be legally vested for the time being with jurisdiction and authority to permit or regulate the installation and maintenance of lines and other facilities, in, upon, under, over, across and along the rights of way within the specified area.

1. ACCEPTANCE BY GRANTEE OF TERMS AND CONDITIONS

Grantee shall be deemed to have abandoned and forfeited all of the rights, privileges and authority hereby granted, unless within thirty (30) days from the date hereof it shall file with the Council its written acceptance of this franchise, subject to all of the terms, conditions, stipulations and obligations herein contained and imposed, and in case the grantee shall fail to do so within the time aforesaid, this franchise shall be null and void and of no effect.

2. EXCLUSIVE FRANCHISE UNCONSTITUTIONAL

This franchise shall not be deemed or held to be an exclusive franchise, and shall not in any manner prohibit the Council from granting other and further franchises of any kind or character that they may deem proper in, upon, under, over, across and along any right of way within the area described herein, and this franchise shall in no way prohibit or prevent the public from using any such right of way, or affect the jurisdiction of King County over such rights of way, or any part thereof, or their power to make all necessary improvements, repairs or changes therein.

3. JURISDICTION

This document shall not be construed by grantee, or any other person, persons or corporations, as a warranty of title or title of interest in county roads and rights of way, but is intended to convey such rights and interest only as to those roads and rights of way in which King County has an actual interest.

4. REGULATION OF USE AND CONTROL

The County of King granting this franchise does not waive any

expense or replacement by approved monuments shall be borne by the grantee.

The grantee shall post a bond to King County in the amount necessary for road restoration, the amount of bond shall be set by the Department of Public Works and filed with the Real Property Division before the issuance of any permit.

9. SUPERVISION OF CONSTRUCTION BY DEPT. OF PUBLIC WORKS

All construction and installation work on county roads, streets, or alleys outside of the corporate limits of any incorporated town, shall be under the supervision and pass the inspection of the King County Director of Public Works.

10. RESTORATION OF RIGHT OF WAY

The grantee shall be responsible for and leave all county roads and rights of way in as good condition, after work on, under or adjacent to the county roads or rights of way, as the same were before such work. In the event that the grantee, its contractors, or third parties connecting to grantee's lines or facilities under a work permit, shall fail to restore the county roads or rights of way to the condition that pre-existed such work and to the satisfaction of the Director, King County reserves the right to make such repairs or restoration to such roads or rights of way, and upon presentation of an itemized bill for such repairs or restorations, including the cost of labor and equipment, the grantee shall pay the said bill within thirty days. In the event that suit is brought upon failure to pay the bill within said thirty days, and upon judgment being entered in favor of King County, grantee shall further pay all the actual costs, disbursements and attorney's fees incurred thereby.

11. REMOVAL OR RELOCATION OF FACILITIES INSTALLED BY GRANTEE

Upon the relocation or change of grade by the public authorities of any right of way described herein, any lines or facilities erected upon or within any portion of such right of way shall, if necessary, be removed by the grantee at its own expense so that it shall not interfere with the work of relocation or change of grade, and shall be re-set in accordance with the provisions above set forth so that the location and elevation of such line or facilities shall conform to the new grade and location of the right of way. Grantee shall likewise, at its own expense, upon demand of the Director, relocate any line or facility which shall interfere with a reasonably located driveway giving access to abutting property. King County shall in no event be held liable for any damages to said grantee that may occur by reason of the County's improvements, repairs or maintenance or by the exercise of any rights so reserved in this section.

12. BLASTING REQUIREMENTS

The laying, construction, maintenance and operation of the said grantee's system of lines and facilities granted under this franchise shall not preclude King County its accredited agents, or its contractors, from blasting, grading, or doing other necessary road work contiguous to the said grantee's lines and facilities, provided that the grantee shall have seventy two (72) hours notice of said blasting or excavating in order that said grantee may protect its lines, facilities and property.

13. ASSIGNMENT OF RIGHTS TO THIRD PARTY

The grantee shall have the right to assign this franchise provided, however, no such assignment shall be of any force or effect unless written notice of such assignment shall be filed with the Clerk of the Council within thirty (30) days thereafter, together with an acceptance by the assignee in writing of all the terms, covenants and conditions of this franchise and an agreement of such assignee to perform and be bound by all of the terms and conditions of this franchise.

#### 18. PENALTY FOR VIOLATION OF CONDITIONS

If the grantee shall violate or fail to comply with any of the terms, conditions or responsibilities of this franchise through neglect or failure to heed or comply with any notice given the grantee under the provisions of this franchise, the Council may revoke, amend, alter, change or supplement this franchise provided however, that the Council shall give thirty (30) days written notice of its intention to do so, during which period the grantee shall have the opportunity to remedy the failure to comply.

#### 19. RATES

The grantee agrees that it shall be subject to all authority now or hereafter possessed by the County, or any other regulatory body having competent jurisdiction, to fix just, reasonable and compensatory rates for service hereunder.

#### 20. RIGHT OF APPEAL

Whenever the decision, requirement or approval is by this document to be a determination of the King County Engineer, that determination shall bind the parties hereto. Appeals from such determination will be made by filing a Complaint with the King County Prosecutor.

#### 21. SEVERENCE

This agreement shall be construed to give effect to such purposes and uses under this franchise which are consistent with economical and efficient service rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law then the remaining provisions of the franchise shall subsist and remain valid, unless the dominant purpose of the franchise or the public interest therein is thwarted thereby.