



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 31, 2003

Ordinance 14592

Proposed No. 2002-0201.1

Sponsors Irons and Lambert

1 AN ORDINANCE approving a franchise for the
2 Bonneville Power Administration to construct, operate and
3 maintain a power transmission system in council district 3
4 and authorizing the executive to execute the franchise
5 agreement.

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8 **STATEMENT OF FACTS:**

- 9 1. The Bonneville Power Administration has filed an application for a
10 franchise in council district 3 to construct, operate and maintain a power
11 transmission system in accordance with RCW 36.55.010 and K.C.C.
12 chapter 6.27.
- 13 2. The application has been reviewed by the relevant county departments.
- 14 3. The King County executive has recommended approval of the
15 franchise.

16 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

17 SECTION 1. The granting of a franchise to the Bonneville Power Administration
18 to construct, operate and maintain a power transmission system within King County is
19 hereby approved. The King County executive is authorized to enter into and execute the
20 power transmission system franchise, which by this reference is fully incorporated herein.
21 Said franchise shall include all of the general and special conditions required by the
22 county.

23 SECTION 2. If, within thirty days after the granting of this franchise, the
24 applicant shall have failed to sign the written acceptance incorporated herein, then the

25 rights and privileges granted herein shall be forfeited and said franchise shall be null and
26 void.

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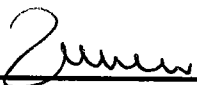
Ordinance 14592 was introduced on 8/26/2002 and passed by the Metropolitan King
County Council on 3/31/2003, by the following vote:

Yes: 9 - Ms. Sullivan, Mr. von Reichbauer, Mr. Phillips, Mr. McKenna, Mr.
Constantine, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 4 - Ms. Edmonds, Ms. Lambert, Mr. Pelz and Mr. Pullen

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 10 day of April, 2003.



Ron Sims, County Executive

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DISTRICT
KING COUNTY COUNCIL

Attachments A. Franchise Agreement, B. Vicinity Map, C. Map of Franchise Area

FRANCHISE NO. 14592

In the matter of the application for a franchise to operate, maintain, repair, and construct power transmission lines, and appurtenances in, over, along, and under County roads and rights-of-way in King County, Washington.

The application of the U.S. Department of Energy, Bonneville Power Administration for a franchise to operate, maintain, repair and construct power transmission lines, and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this 31st day of March, 2003. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

Legal notice of the franchise application and of the hearing has been given as is required by law.

The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a franchise be granted to the U.S. Department of Energy, Bonneville Power Administration, the Grantee. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct power transmission lines and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A".

This franchise is granted subject to all of the terms and conditions contained within, and shall expire in twenty-five years on April 20, 2028.

Dated this 10 day of April, 2003.

KING COUNTY, WASHINGTON

BY 

TITLE King County Executive

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained herein, in Ordinance 14592 and Exhibit "B".

BONNEVILLE POWER
ADMINISTRATION
GRANTEE

BY 

TITLE Manager, Real Property Services

Dated this 19 day of May, 2003.

Exhibit "A"

That portion of North Bend Way located in the following sections, townships and ranges. The northeast quarter of the southeast quarter of Section 5, Township 23, Range 8, the northeast quarter of Section 6, Township 23, Range 8, the south half of Section 31, Township 24 North, Range 8 East, southeast quarter of Section 36, Township 24 North, Range 7 East and Section 1, Township 23, Range 7 East, except those portions within the corporate boundaries of the City of North Bend and the City of Snoqualmie.

Exhibit "B"

TERMS AND CONDITIONS APPLICABLE TO UTILITIES FRANCHISES GRANTED BY KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

References to any County official or office also refers to any office that succeeds to any or all of the responsibilities of the named office or official. References to laws or "applicable laws" include federal, state, and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time during the operation of this franchise. In addition, the following definitions shall apply:

Cable Services. The term "Cable Services" is used as defined in 47 United States Code 522 (5), as amended.

Cable System. The term "Cable System" is used as defined in 47 United States Code 522-(6) and King County Code 6.27A.010 (J) as amended.

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A".

Director. The term "Director" refers to the chief executive of the King County Department of Transportation.

Grantee. The term "Grantee" refers to the Bonneville Power Administration its successors and those assignees approved pursuant to paragraph 16 herein.

Utility. The term "utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A".

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the county property described in Exhibit "A".

2. ACCEPTANCE BY GRANTEEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk

of the Council within thirty (30) days from _____, 20____, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

3. NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County road rights-of-way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County road rights-of-way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc., as it may deem fit.

4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County road rights-of-way as designated in this franchise, by reason of the subsequent incorporation of any Town or City or extension of the limits of any Town or City, shall later fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

All of the rights herein granted shall be subject to and governed by this franchise; provided, however, that nothing in this franchise may be construed in any way as limiting King County's rights to adopt ordinances which are necessary to protect the health, safety and welfare of the general public.

5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County road rights-of-way covered by this franchise.

This franchise authorizes the use of County rights-of-way solely for the delivery by the Grantee of electrical power feed to Tanner Electric Cooperative Substation for distribution of additional power to it's customers. The County includes the Grantee's use of communication lines as part of the

Grantee's electric power transmission operating system. Additional uses of County rights-of-way by the Grantee, shall first require a separate franchise from King County, which conforms to the requirements of K.C.C. 6.27 as amended, or K.C.C. 6.27A as amended, and other applicable law.

Any use of the Grantee's equipment of facilities in County rights-of-way by others, including for telecommunication or cable communication services, is prohibited unless separately authorized and approved in writing by King County. The Grantee agrees that prior to authorizing any person to use the Grantee's equipment or facilities located in County rights-of-way, the Grantee will require the user to provide the Grantee with an affidavit that it has obtained the necessary franchise or other approval from the County to operate and provide the proposed service in County rights-of-way. At least thirty- (30) day prior to executing any agreement with a potential user for the use of the Grantee's equipment of facilities, the Grantee shall fax the affidavit to the King County Office of Cable Communication at (206) 296-0842.

6. NOTIFICATION REQUIREMENTS

All new construction, installations, or relocation of single pole transmission lines designed for transmission of line voltage of 55 KV or more where said construction extends more than one pole span or requires the setting of more than one additional pole, shall be subject to a public notice requirement subsequent to submission of a permit application. Before a construction permit is issued for transmission lines as defined above, the Grantee shall be required to publish notice of the proposed construction once a week for two consecutive weeks in a newspaper of general circulation in the vicinity of said construction. Cost of publication shall be borne by the Grantee. Date of first publication shall be within 30 days from date of permit application. Said notice of proposed construction shall give positive identification of the location of the project. It shall state where additional details of the project may be obtained. It shall instruct interested parties to submit written comments or objections to the County Executive or his designee, and supply respondent's address no later than 30 days after the date of first publication of said notice of proposed construction. Affidavits of publication shall be filed by the Grantee with the manager of the Property Services Division of King County. The King County Executive or his designee shall determine if further proceedings, including but not limited to public hearings, are necessary to determine that the public interest is not adversely affected by the proposed construction. This determination shall be made not later than 60 days after the date of first publication of said notice of proposed construction, and after said 60 days the option to require further proceedings shall expire automatically. If a determination is made that a hearing or further proceedings are not required, or in the event that the said option expires, a construction permit may be issued. If it is determined that a public hearing is required, the date of said hearing shall be not more than 120 days from the date of said first publication of notice of proposed construction. Notice of public hearing shall be published and paid by the King County Executive or his designee in a newspaper of general circulation in the vicinity of the project once a week for two consecutive weeks. Date of first publication of notice of hearing shall be not less than 30 days before the date of hearing.

The above paragraph shall apply only to proposed actions which are categorically exempt under the guidelines of SEPA. If a proposed action is non-exempt, procedures governing environmental policy compliance as outlined in the guidelines of the SEPA shall be followed, and procedures described above in this section shall be waived.

7. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

8. ENFORCEMENT

Failure of King County, on one or more occasions to exercise a right or to require compliance or performance under this franchise or any applicable law to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Failure of King County to enforce or exercise its rights under any provision of this franchise or applicable law does not constitute a waiver of its rights to enforce or exercise a right in any other provision of this franchise or applicable law.

9. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify in the manner provided by the Federal Tort Claims Act, 62 Stat. 982 as amended.

10. VACATION

If at any time King County vacates any County road rights-of-way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving thirty (30) days written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

11. REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to repair, remove, or relocate existing facilities including all appurtenant facilities and service lines connecting its system to users, within King County road rights-of-way if such repair, removal, or relocation is required by King County for any County road purpose. Such repair, removal, or relocation shall not be unreasonably required.

12. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, has the right, privilege, and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or construction its transmission and service lines and appurtenances on the condition that it obtains permits approved by the Director and Property Services Division and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the Property Services Division which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. In the event of an emergency, the Grantee may immediately commence the necessary work and shall apply the next business day for the work permit. Any

work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the County road rights-of-way. All work shall be done to the satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County road rights-of-way and owned by the Grantee shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall post a bond to King County in the amount necessary for road restoration. The amount of the bond shall be set by the Department of Transportation, Roads Services Division and shall be filed with the Property Services Division before the issuance of any permit.

13. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and will leave all County road rights-of-way in as good a condition as they were in before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

14. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County road rights-of-way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the Manual of Uniform Traffic Control Devices in force when the work is performed.

15. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's transmission, distribution and service lines and appurtenances granted by this franchise, does not preclude King County, its agents or contractors from blasting, grading, or doing other road work contiguous to the Grantee's lines, and appurtenances. When practical, the Grantee will be given forty-eight (48) hours' notice of any blasting or excavating so that the Grantee may protect its lines and appurtenances.

16. SURVEY MARKERS AND MONUMENTS

It shall be the responsibility of the Grantee performing any construction work in the County road rights-of-way to restore any survey markers or monuments disturbed by such construction in accordance with RCW 58.09.130, and as hereinafter amended.

17. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Ordinance. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds which the Council deems necessary to be posted are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

18. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A," all rights granted by this franchise to County road rights-of-way outside incorporated Towns and Cities apply to all existing County road rights-of-way improved and unimproved and to all County road rights-of-way acquired by King County during the term of this franchise.

If the Grantee has initiated a renewal of this franchise before it expires, the County may, at its sole discretion, extend the term of the franchise on a month to month basis for up to one (1) year. Should the County elect to extend the franchise, written notice shall be provided to the Grantee before the franchise expiration date.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County road rights-of-way, or for the installation of lines and/or facilities of other franchise holders. Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment.

Upon expiration of this franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County road rights-of-way until removed, assigned to another franchised utility or abandoned; however, the Grantee shall not have the right to provide additional services or construct new facilities. King County will issue permits required for the repair and maintenance of the existing facilities in accordance with K.C.C. 14.44.055 as amended and Section 11 of this franchise. This section and sections 8, 10-13 and 15 of this franchise shall continue in force until such time as the lines are removed from County road rights-of-way, assigned to another franchised utility, or abandoned in place with the approval of the Manager of the Department of Transportation, Road Services Division.

19. RESERVATION OF RIGHTS

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property, pursuant to an ordinance. If King County elects to exercise such authority, the fair market compensation requirement for Grantee shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation. Acceptance of King County's definition terms and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within thirty (30) days of receipt of the Compensation Notice; or, if Grantee takes no action in writing within thirty (30) days of receipt of the Compensation Notice; in which case the applicable ordinance that the King County Council passes will be determinative.

Nothing in this section shall be construed as an agreement by the Grantee of King County's right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of property. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the legality of such right.

Grantee's rejection of the definition, terms, and/or formula identified in the Compensation Notice will only occur if such rejection is in written form, identifying with specificity the grounds for such rejection, and delivered to King County within thirty (30) days after receipt of the Compensation Notice, in which case the below identified arbitration terms will apply:

- (a) The Grantee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either the Grantee or King County may apply to the presiding judge of the King County Superior Court for the appointment of a third arbitrator. The three arbitrators will determine the method for determining the fair market compensation for the County property used by the Grantee. The arbitration procedure employed shall be consistent with the rules and procedures of the American Arbitration Association. The decision of a majority of the arbitrators will bind both the Grantee and King County. At the conclusion of the arbitration, the arbitrators will submit written reports to the Grantee and King County which shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.
- (b) The fees of the arbitrators selected by each party shall be paid by that party, and the fees of the third arbitrator shall be paid one-half by the County and the Grantee. The County and the Grantee shall share the other costs of the proceeding equally.
- (c) In event that the question of fair market compensation is not resolved prior to the effective date specified by the ordinance authorizing said compensation; the arbitration decision will be applied retroactively to the effective date in the

ordinance. The Grantee will pay the retroactive sum plus interest in the amount of twelve percent (12%) per annum.

Nothing in this franchise may be construed to limit the exercise of authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable and compensatory rates or other requirements for services under this franchise. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the authority of the County or any other governing body to fix rates or other requirements for services.

20. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County environmental standards and ordinances.

21. COMPLIANCE WITH FEDERAL REQUIREMENTS AND REGULATIONS

All construction, operation, maintenance, and repairs of said power transmission line and fixtures appurtenant thereto shall be done in accordance with applicable laws of the State of Washington, and in accordance with the specifications, rules, and regulations of the National Electrical Safety Code, 5th Edition, dated April 15, 1927, Handbook Series of the United States Bureau of Standards. Wires shall at all time be erected and maintained so as not to interfere with the use of said County roads for travel.

That in event of change in grade and elevation of the County road surfaces by authority of the County within the existing County road right-of-way that reduces the overhead clearance of the transmission line conductors to less than the applicable standards of the National Electrical Safety Code and State and local laws, the Bonneville Power Administration will, at its own expense elevate the conductors above such reconstructed roadways to the then required clearances.

22. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

23. PENALTY FOR VIOLATION OF CONDITIONS

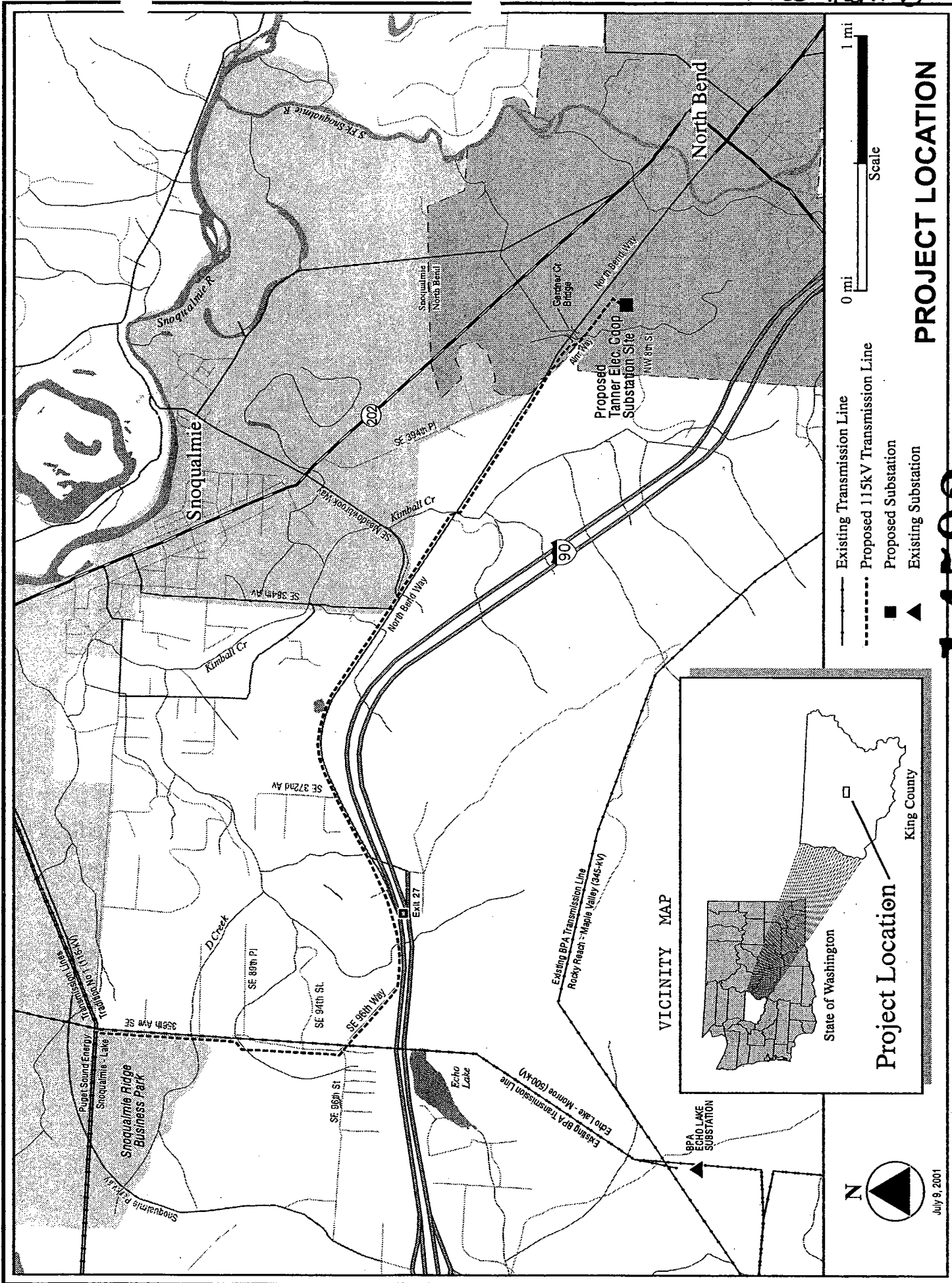
If the Grantee shall violate or fail to comply with any of the material terms, conditions, or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise or if the Grantee abandons its franchise, the Council may revoke this franchise. King County shall give written notice of its intent to revoke this franchise. A public hearing shall be scheduled within forty-five (45) days following the notification. The decision to revoke this franchise will become effective ninety (90) days following the public hearing if the County, by ordinance, finds:

- A. That the Grantee has not substantially cured the violation or failure to comply which was the basis of the notice; or
- B. that the violation or failure to comply which was the basis of the notice is incapable of cure; or
- C. that the Grantee has repeatedly violated or failed to comply with any of the material terms, conditions, or responsibilities of the franchise, even though the individual violations have been cured; and
- D. that the revocation of the franchise is in the public interest.

During the forty-five (45) days following the notification, the Grantee shall have the opportunity to remedy the failure to comply.

24. RIGHT OF APPEAL

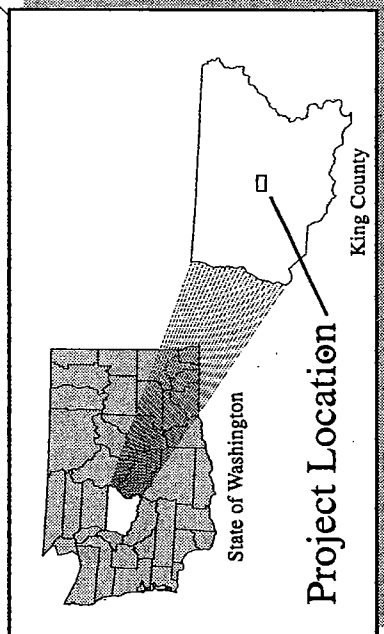
Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.



- Existing Transmission Line
- - - Proposed 115kV Transmission Line
- Proposed Substation
- ▲ Existing Substation

PROJECT LOCATION

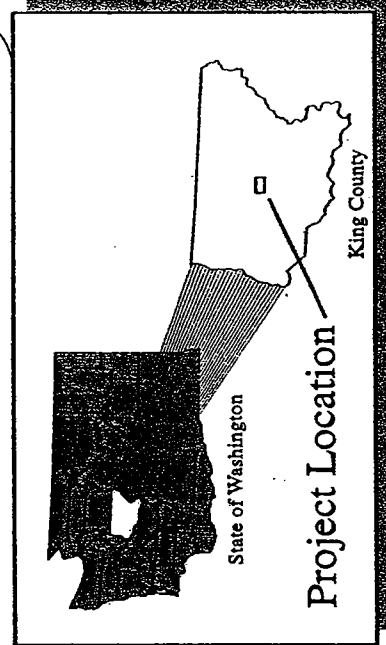
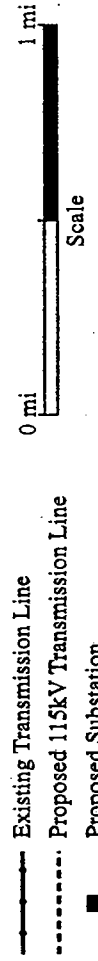
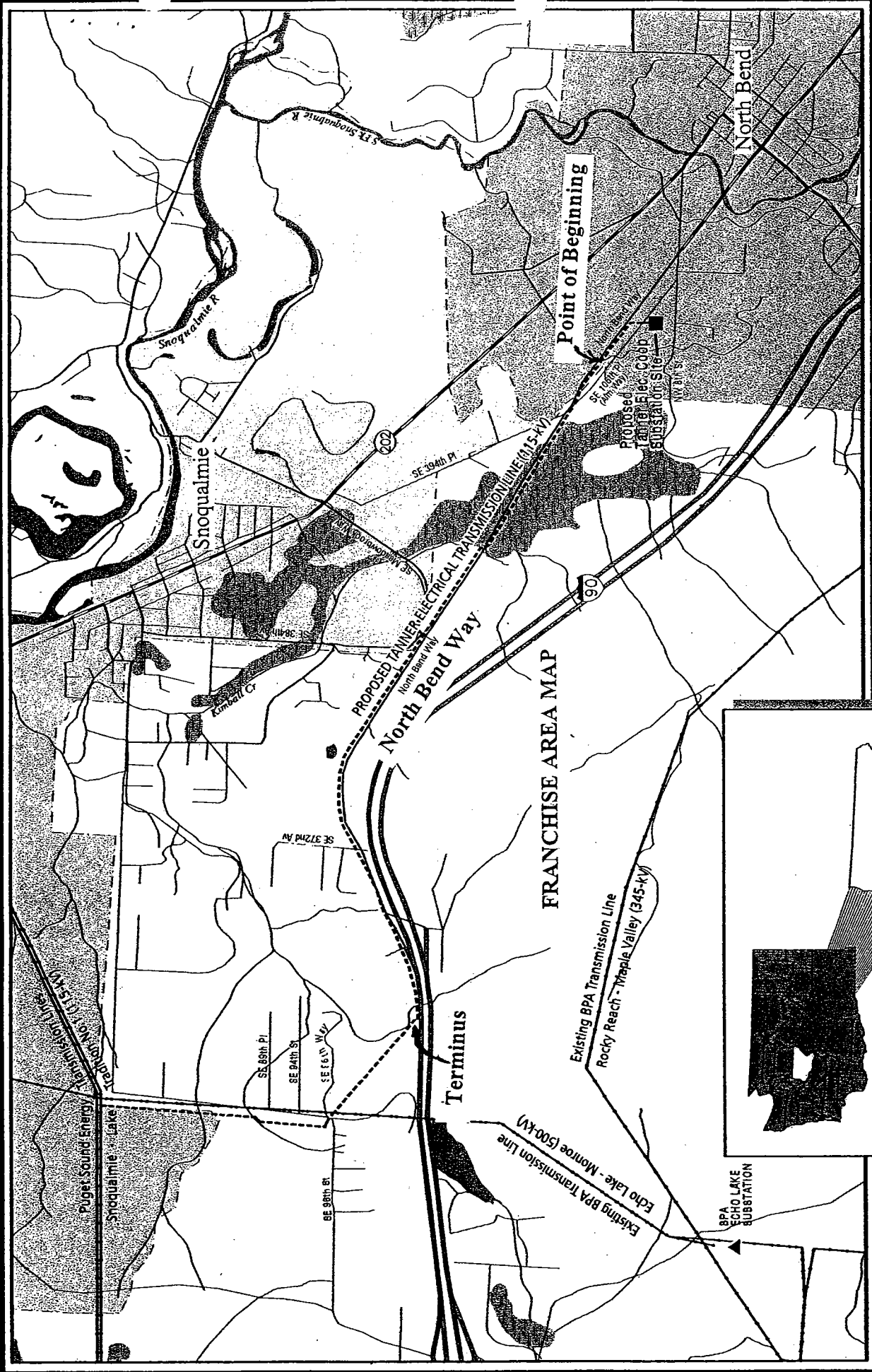
VICINITY MAP



July 9, 2001

14592

PA On 1/1/99



PROJECT LOCATION

14592

